

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
NOVEMBER 17, 2006 (Third Friday of This Month)
WATSONVILLE CITY COUNCIL CHAMBERS
250 MAIN STREET
WATSONVILLE, CALIFORNIA
9:00 a.m. – 12:00 noon

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION - 9:00 a.m.

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. David G. Eselius Re: Diesel vs. CNG
 - b. Jan van Boeschoten Re: 1211 River Street
 - c. Taqueria El Torito Re: Watsonville Transit Center Lease
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. **DELETED: WILL BE INCLUDED IN THE DECEMBER 2006 BOARD PACKET**
(APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 13 & 27, 2006)
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF OCTOBER 2006
Report: Attached
- 5-3. ACCEPT AND FILE OCTOBER 2006 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT IS INCLUDED IN THE NOVEMBER 17, 2006 BOARD PACKET

- 5-4. CONSIDERATION OF TORT CLAIMS:
(~~DENY THE CLAIM OF ESTHER HERNANDEZ, CLAIM #06-0030~~);
DENY THE CLAIM OF CSAA (SUBRO. CHAVEZ), CLAIM #06-0032;
DENY THE CLAIM OF ALAN R. TROTTER, CLAIM #06-0034;
DENY THE CLAIM OF BRUCE L. PRATHER, CLAIM #06-0035
**DELETE CLAIM #06-0030: ACTION TAKEN AT THE
NOVEMBER 10, 2006 BOARD MEETING**
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR
NOVEMBER 15, 2006 (No Minutes - no September meeting due to lack of quorum)
Agenda: Attached
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR AUGUST 2006
AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **IS INCLUDED IN THE NOVEMBER 17, 2006 BOARD PACKET**
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR AUGUST 2006
Report: **IS INCLUDED IN THE NOVEMBER 17, 2006 BOARD PACKET**
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE
MONTH OF AUGUST 2006
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE
UPDATE FOR MONTH OF SEPTEMBER 2006
Staff Report: **IS INCLUDED IN THE NOVEMBER 17, 2006 BOARD PACKET**
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM
APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION FOR THE SEPTEMBER 2006 MEETING(S)
Staff report: Attached
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-12. ACCEPT AND FILE NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION
REGARDING CLAIM OF SCOTT TAKEHANA
Notice: Attached
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
CONTRACT RENEWAL WITH SHAW/YODER FOR STATE LEGISLATIVE
SERVICES
Staff Report: Attached
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
CONTRACT RENEWAL WITH FOLGER GRAPHICS FOR PRINTING OF
HEADWAYS
Staff Report: Attached

- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CLASSIC GRAPHICS FOR VEHICLE BODY REPAIR AND PAINTING SERVICES
Staff Report: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Rotkin
Staff Report: Attached
7. **DELETED: ACTION TAKEN AT THE NOVEMBER 10, 2006 BOARD MEETING**
(CONSIDERATION OF ADOPTING A **RESOLUTION** ADDING TWO SIGNERS TO THE COMERICA DEPOSIT ACCOUNT FOR THE WORKERS' COMPENSATION TRUST FUND)
8. **DELETED: ACTION TAKEN AT THE NOVEMBER 10, 2006 BOARD MEETING**
(CONSIDERATION OF APPROVAL OF PLANNING INTERN CLASS SPECIFICATION)
9. **DELETED: ACTION TAKEN AT THE NOVEMBER 10, 2006 BOARD MEETING**
(ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR NOVEMBER 17, 2006 – WATSONVILLE CITY COUNCIL CHAMBERS, 250 MAIN STREET, WATSONVILLE)
10. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR SECURITY GUARD SERVICES**
Presented By: Tom Stickel, Maintenance Manager
Staff Report: **IS INCLUDED IN THE NOVEMBER 17, 2006 BOARD PACKET**
11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)
- Property: 1211 River Street, Santa Cruz, CA
Negotiating parties: Leslie R. White for SCMTD
Jan van Boeschoten, Property Owner
Under Negotiation: Price and Terms of Payment

2. CONFERENCE WITH REAL PROPERTY LEASE NEGOTIATOR
(Pursuant to Government Code Section 54956.8)

Property: Watsonville Transit Center, Watsonville, CA
Negotiating parties: Margaret Gallagher for SCMTD
Tacqueria El Torito, Lessee
Under Negotiation: Price and Terms of Lease

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Significant exposure to litigation exists pursuant to Government Code Section 54956.9 (b) (1))

a. Number of Cases: Two

4. CONFERENCE WITH LEGAL COUNSEL – DECIDING WHETHER TO INITIATE LITIGATION
(Pursuant to Government Code Section 54956.9 (c))

SECTION III: RECONVENE TO OPEN SESSION

13. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Watsonville City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live

in Watsonville on Charter Channel 70. Community Television will rebroadcast it at 7:00 p.m. on Friday, November 24, 2006 on Comcast Channel 26 and also on Charter Channel 72.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE NOVEMBER 17, 2006 BOARD MEETING AGENDA

SECTION I:

OPEN SESSION:

CONSENT AGENDA:

- DELETE ITEM #5-1** APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 13 & 27, 2006
(Deleted: Will be included in the December 2006 Board Packet)
- ADD TO ITEM #5-3** ACCEPT AND FILE SEPTEMBER 2006 RIDERSHIP REPORT
(Insert Page 1)
- REVISE ITEM #5-4** CONSIDERATION OF TORT CLAIMS
(Delete Claim #06-0030: Action taken at the November 10, 2006 Board Meeting)
- INSERT ITEM #5-6** ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR August 2006 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)
- INSERT ITEM #5-7** ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR AUGUST 2006
(Insert Report)
- INSERT ITEM #5-9** ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF SEPTEMBER 2006
(Insert Staff Report)

REGULAR AGENDA:

- DELETE ITEM #7** CONSIDERATION OF ADOPTING A **RESOLUTION** ADDING TWO SIGNERS TO THE COMERICA DEPOSIT ACCOUNT FOR THE WORKERS' COMPENSATION TRUST FUND
(Deleted: Action taken at the November 10, 2006 Board Meeting)
- DELETE ITEM #8** CONSIDERATION OF APPROVAL OF PLANNING INTERN CLASS SPECIFICATION
(Deleted: Action taken at the November 10, 2006 Board Meeting)
- DELETE ITEM #9** ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR NOVEMBER 17, 2006 – WATSONVILLE CITY COUNCIL CHAMBERS, 250 MAIN STREET, WATSONVILLE
(Deleted: Action taken at the November 10, 2006 Board Meeting)

ADD ITEM #10

**CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO
EXECUTE A CONTRACT FOR SECURITY GUARD SERVICES**
(Insert Staff Report)

David G. Eselius
1312 Laurel Street
Santa Cruz CA 95060

November 1, 2006

To: California Transportation Commission

cc: Santa Cruz County Regional Transportation Commission
Santa Cruz Metropolitan Transit District
Sam Farr, Member of Congress, 17th District California
Joe Simitian, 11th Senate District
John Laird, 27th Assembly District
Santa Cruz County Supervisors, members
Santa Cruz *Sentinel*

Subject: S15 (ULSD) fuel is cheaper than Santa Cruz Metro's "cleaner" \$6.8 million CNG buses

At its meeting in Santa Barbara on September 7, 2006, the California Transportation Commission (CTC) approved a proposal from the Santa Cruz County Regional Transportation Commission to designate \$13 million to local bus projects. The Santa Cruz Metropolitan Transit District (Metro) will use \$6.8 million of the funds to convert 40 buses from diesel to "cleaner" burning Compressed Natural Gas (CNG).

Within the bus transit industry, the number of diesel-powered vehicles has remained constant over the last decade. The technologies of compressed natural gas, liquefied natural gas, hybrid diesel-electric, and fuel cells are gradually replacing standard diesel.

However, it is most unlikely that significant environmental benefits will result from Santa Cruz Metro's spending \$6.8 million to exchange engines/transmissions of new diesel buses to 40 new CNG engines/transmissions.

When the technical information concerning air pollution are reviewed, it is found that properly equipped and operated diesel buses (using ultra-low sulfur diesel fuel) have similar pollution characteristics as CNG buses. Most likely, the difference in pollution levels of Metro diesel buses vs. CNG buses (within Santa Cruz County pollution levels) is not worth \$6.8 million.

It is important to note that if diesel buses are to operate at expected air pollution design levels, Metro needs to be using Environmental Protection Agency (EPA) mandated ultra-low sulfur diesel S15 (ULSD) fuel.

Some chemical characteristics and natural impurities in diesel fuel can affect exhaust emissions from diesel engines, can damage or impede the operation of emission control devices, and can increase secondary pollutant formation in the atmosphere. The EPA, which has a mandate to assure healthy air quality, has regulated highway diesel-fuel quality since 1993. In California, by July 15, 2006, the state has mandated that S15 (ULSD) be the only fuel available in California terminals.

Improvements to standard diesel fuel are made to reduce its negative impact on the environment. S15 (ULSD), often referred to as "clean diesel," is being introduced into use in transit fleets across the U.S. S15 (ULSD) contains 95% less sulfur than conventional diesel, and requires no major changes to transit operations or infrastructure. To further reduce emissions, S15 (ULSD) is often coupled with advanced soot filters (Santa Cruz Metro diesel engines have filters). The adoption of S15 (ULSD) is being driven by the 2006 EPA standards mandating that the sulfur content in diesel fuel be reduced from 500 to 15 ppm.

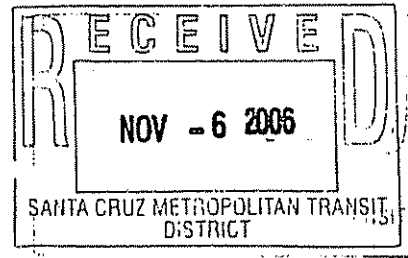
The Santa Cruz Metro does not need to spend \$6.8 million to exchange engines/transmissions of 40 buses for "cleaner" CNG buses. Once fully implemented, S15 (ULSD) will result in an estimated national annual reduction of 2.6 million tons of nitrogen oxides and 110,000 tons of particulate matter.

Sincerely, David G. Eselius

2-a.1

Jan van Boeschoten
1240 Montclair Way
Los Altos, CA 94024
(831) 915-5295

October 14, 2006



Les White
Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060

RE: 1211 River Street

Dear Les,

As you recall, I wrote the Transit Board in January 2006, indicating my interest in selling the property at 1211 River Street. The Board responded that they were very interested in purchasing the property

I received a letter from you in February 2006, indicating that an appraiser would be sent to my property. In May 2006, you indicated that you had engaged the services of Stan Tish and Ronald Zeller for the property appraisal and review

At this time, I would like an update so that I may understand where we currently are in the process.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jan van Boeschoten".

Jan van Boeschoten

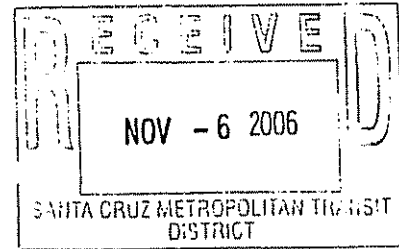
Cc: Mike Rotkin, Emily Reilly

2-b.1

MEMORNADUM

Date: November 4, 2006

From: Taqueria El Torito
Juan & Maria de Lourdes Valdivia
475 Rodriguez St. Ste 9
Watsonville, Ca 95076



To: Santa Cruz Metropolitan transit District
Board of Directors and Finance Department
370 Encinal Street, ste 100
Santa Cruz, Ca 95076

Subject: Annual Cost of Living Adjustment.

Due to budget constraints and the actual low economy, the Taqueria El Torito is having trouble paying its expenses. The cost of living went higher, but not our sales. We would like to request to low the annual Cost of Living adjustment from 3.8% to 1.0% as it was.

We are responsible and sensitive tenants since 1999, and we would like to stay in business in this difficult economy.

We appreciate your consideration in this matter.

cc: Margaret Gallagher
Liz Bytheway
Elisabeth Ross

2-C.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 10/01/06 THRU 10/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19869	10/13/06	670.00	001016 ALLARD'S SEPTIC SERVICE, INC.	9751	HAZ WASTE DISPOSAL	670.00	
19870	10/13/06	51,218.65	001035 HARRIS & ASSOCIATES	9752	MB SEPT 06 PROF SVCS	51,218.65	
19871	10/13/06	3,265.63	001036 STANDARD INSURANCE COMPANY	9753	OCT LIFE/AD&D INS.	3,265.63	
19872	10/13/06	10,525.68	001043 VISION SERVICE PLAN	9754	OCT VISION INS	10,525.68	
19873	10/13/06	10,469.90	001063 NEW FLYER INDUSTRIES LIMITED	9708	REV VEH PARTS 11	10.98	
				9709	REV VEH PARTS 2554	2,553.77	
				9710	REV VEH PARTS 301	301.18	
				9711	REV VEH PARTS 1988	1,988.11	
				9712	REV VEH APRTS 184	183.66	
				9713	REV VEH PARTS 1066	1,066.36	
				9714	REV VEH PARTS 1899	1,899.10	
				9715	REV VEH PARTS 2438	2,438.46	
				9716	REV VEH PARTS 28	28.28	
19874	10/13/06	1,050.00	001071 QQUEST SOFTWARE SYSTEMS, INC.	9755	10/1-9/30 TIMCLK SVC	1,050.00	
19875	10/13/06	465.50	001093 KROLL LABORATORY SPECIALISTS	9756	AUG/SEPT DRUG TESTS	465.50	
19876	10/13/06	933.19	001315 WASTE MANAGEMENT	9757	OCT-DEC AIRPORT/FREE	472.95	
				9758	SEPT KINGS VILLAGE	154.56	
				9759	SEPT MT HERMON/KINGS	44.10	
				9760	OCT-DEC BIG BASIN WY	45.51	
				9761	SEPT RESEARCH PARK	170.56	
				9762	OCT-DEC LOMOND/HY	45.51	
19877	10/13/06	75,529.05	001316 DEVCO OIL	9717	9/25-9/28 FUEL FLT	32,126.45	
				9718	10/1-10/10 FUEL FLT	43,402.60	
19878	10/13/06	850.00	001346 CITY OF SANTA CRUZ	9763	PARKING DEF FEES	850.00	
19879	10/13/06	5,000.00	001365 BORTNICK, ROBERT S. & ASSOC.	7 9719	CALL STOP SURVEY	5,000.00	
19880	10/13/06	889.20	001379 SAFETY-KLEEN SYSTEMS, INC.	9764	HAZ WASTE DISPOSAL	889.20	
19881	10/13/06	416.56	001454 MONTEREY BAY OFFICE PRODUCTS	9765	6/1-8/31 COPIER/ADM	416.56	
19882	10/13/06	2,856.64	001506 WESTERN STATES OIL CO., INC.	9720	SEPT OIL/FLT	2,856.64	
19883	10/13/06	13,285.46	001648 STEVE'S UNION SERVICE	9766	AUG FUEL/PT	13,285.46	
19884	10/13/06	3,911.25	001A AT&T/MCI	9767	SEPT PHONES	1,861.37	
				9768	SEPT PHONES/PT	508.79	
				9769	SEPT PHONES/PT	56.60	
				9770	SEPT PHONES/IT	1,484.49	
19885	10/13/06	296.08	002028 WESTCOAST LEGAL SERVICE	7 9771	PROF/TECH SVCS	296.08	
19886	10/13/06	901.00	002035 BOWMAN & WILLIAMS	9772	TOPO OF BUS TRNARND	901.00	
19887	10/13/06	146.04	002063 COSTCO	9721	PHOTO PROC OPS	27.75	
				9722	PHOTO PROC OPS	27.28	
				9773	OFFICE SUPPLIES/FIN	91.01	
19888	10/13/06	2,500.00	002267 SHAW & YODER, INC.	9834	AUG LEGISLATIVE SVCS	2,500.00	
19889	10/13/06	1,650.00	002287 CALIFORNIA SERVICE EMPLOYEES	9774	OCT MEDICAL	1,650.00	
19890	10/13/06	235.00	002448 CLEAR VIEW, LLC	0 9775	WTC WINDOW CLEANING	235.00	
19891	10/13/06	398.97	002504 TIFCO INDUSTRIES	9723	REV VEH PARTS/SUPP	398.97	
19892	10/13/06	118,164.15	002569 COMERICA BANK	9776	WORK COMP FUND	118,164.15	
19893	10/13/06	244.38	002689 B & B SMALL ENGINE	9777	REPAIRS/MAINTENANCE	244.38	
19894	10/13/06	2,507.35	002805 TELEPATH CORPORATION	9724	OCT MAINT/RPRS	2,507.35	
19895	10/13/06	1,890.00	002823 PAT PIRAS CONSULTING	7 9778	PROF SVCS THRU 9/30	1,890.00	
19896	10/13/06	11,096.25	002829 VALLEY POWER SYSTEMS, INC.	9725	REV VEH PARTS	1,496.91	
				9726	OUT RPR REV VEH	2,245.46	
				9727	REV VEH PARTS	388.51	
				9728	REV VEH PARTS	2,105.14	

5-2.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 10/01/06 THRU 10/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						9729	REV VEH PARTS	798.45	
						9730	REV VEH PARTS	3,888.77	
						9731	REV VEH PARTS	173.01	
19897	10/13/06	148.04	002861	AMERICAN MESSAGING SVCS, LLC		9732	OCT PAGER/FLT	31.80	
						9779	OCT PAGER/FAC	116.24	
19898	10/13/06	1,089.00	002866	THE MERCURY NEWS		9780	SEPT ADVERTISING	1,089.00	
19899	10/13/06	265.07	002870	COLE SUPPLY COMPANY, INC.		9781	SEAT COVERS/FAC	265.07	
19900	10/13/06	688.77	002876	AA AUTO COLLISION CENTER		9782	OUT REPAIR-REV VEH	688.77	
19901	10/13/06	245.84	004	NORTH BAY FORD LINC-MERCURY		9783	REV VEH PARTS/PT	245.84	
19902	10/13/06	16,821.02	009	PACIFIC GAS & ELECTRIC		9733	CNG/FLT	9,775.22	
						9784	9/2-10/3 920 PACIFIC	1,906.27	
						9785	8/30-9/28 ENCINAL	3,286.45	
						9786	8/30-9/28 1200 RIVER	1,853.08	
19903	10/13/06	331.38	018	SALINAS VALLEY FORD SALES		9734	REV VEH PARTS	331.38	
19904	10/13/06	3,820.03	041	MISSION UNIFORM		9735	SEPT UNIF/LAUND FLT	3,281.87	
						9787	SEPT UNIF/LAUN PT	97.60	
						9788	SEPT UNIF/LAUN FAC	440.56	
19905	10/13/06	1,101.01	043	PALACE ART & OFFICE SUPPLY		9789	OFFICE SUPPLIES	1,101.01	
19906	10/13/06	39.99	050	PITNEY BOWES INC.		9790	ANNUAL ACCESS FEE	39.99	
19907	10/13/06	95.65	061A	REGISTER PAJARONIAN		9736	CLASS ADV/FLT	95.65	
19908	10/13/06	5.41	074	KENVILLE LOCKSMITHS	7	9791	SEPT LOCKS/KEYS	5.41	
19909	10/13/06	6,777.40	079	SANTA CRUZ MUNICIPAL UTILITIES		9792	8/24-9/25 111 DUBOIS	347.41	
						9793	8/26-9/27 PACIFIC	120.64	
						9794	8/26-9/27 PACIFIC	2,372.92	
						9795	8/24-9/25 GOLF CLUB	875.20	
						9796	8/24-9/25 ENCINAL	774.46	
						9797	8/24-9/25 RIVER ST	2,176.84	
						9798	8/24-9/25 ENCINAL	109.93	
19910	10/13/06	236.54	107	SAN LORENZO LUMBER		9737	SM TOOL/PTS/SUPP	91.54	
						9799	REPAIRS/MAINTENANCE	145.00	
19911	10/13/06	173.50	122	SCMTD PETTY CASH - OPS		9738	PETTY CASH/OPS	173.50	
19912	10/13/06	2,424.27	130	CITY OF WATSONVILLE UTILITIES		9800	7/6-9/5 RODRIGUEZ	43.34	
						9801	7/6-7/31 RODRIGUEZ	63.55	
						9802	7/6-9/5 RODRIGUEZ	959.14	
						9803	CONTAINER RODRIGUEZ	1,358.24	
19913	10/13/06	1,893.46	135	SANTA CRUZ AUTO PARTS, INC.		9739	REV VEH PARTS/SUPP	1,560.98	
						9804	REV VEH PARTS/SUPPLY	332.48	
19914	10/13/06	885.02	148	ZEP MANUFACTURING COMPANY		9740	REV VEH PARTS	885.02	
19915	10/13/06	1,753.16	156	PRINT GALLERY, THE		9805	PRINT ROUTE STICKERS	1,753.16	
19916	10/13/06	982.70	167	KEYSTON BROTHERS		9741	OTH MOBILE SUPP	982.70	
19917	10/13/06	55.21	172	CENTRAL WELDER'S SUPPLY, INC.		9742	SAFETY SUPP	55.21	
19918	10/13/06	206.50	192	ALWAYS UNDER PRESSURE		9806	REPAIRS/MAINTENANCE	206.50	
19919	10/13/06	10,765.46	215	IKON OFFICE SOLUTIONS		9807	RICOH A3035 IMAG.SYS	10,765.46	
19920	10/13/06	1,716.30	221	VEHICLE MAINTENANCE PROGRAM		9743	REV VEH PARTS 1716	1,716.30	
19921	10/13/06	2,017.46	282	GRAINGER		9744	CLEAN SUP/RV PTS/SUP	1,888.62	
						9808	REPAIRS/MAINTENANCE	128.84	
19922	10/13/06	637.50	398	DAVIS, MORRIS E.	7	9809	SEPT PROF SVCS/HRD	637.50	
19923	10/13/06	1,927.51	428	NEOWARE SYSTEMS, INC.		9810	WINDOWS CE WORKSTNS	1,927.51	
19924	10/13/06	110.97	436	WEST PAYMENT CENTER		9811	CONSTR LITIG HDBK	110.97	
19925	10/13/06	333.00	481	PIED PIPER EXTERMINATORS, INC.		9812	SEPT PEST CONTROL	333.00	

5-2.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 10/01/06 THRU 10/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19926	10/13/06	488.62	504	CUMMINS WEST, INC.		9745	REV VEH PARTS	488.62	
19927	10/13/06	16,400.00	616	BROWN ARMSTRONG		9813	AUG AUDIT SVCS	16,400.00	
19928	10/13/06	6,565.26	647	GFI GENFARE		9746	REV VEH PARTS	6,565.26	
19929	10/13/06	74.39	667	CITY OF SCOTTS VALLEY		9814	7/15-9/15 KINGS VLG	74.39	
19930	10/13/06	70.00	682	WEISS, AMY L.	7	9833	SEPT INTERPRETER	70.00	
19931	10/13/06	37,409.45	800	DELTA DENTAL PLAN		9815	OCT DENTAL	37,409.45	
19932	10/13/06	90.00	804	ORTHOPAEDIC HOSPITAL	7	9816	AUG PROF/TECH SVCS	90.00	
19933	10/13/06	11,222.33	851	I.M.P.A.C. GOVERNMENT SERVICES		9817	4055019201230922	11,222.33	
19934	10/13/06	1,257.51	852	LAW OFFICES OF MARIE F. SANG	7	9818	WORKERS COMP CLAIMS	1,257.51	
19935	10/13/06	960.00	878	KELLY SERVICES, INC.		9819	TEMP/FIN W/E 9/24	960.00	
19936	10/13/06	1,278.71	882	PRINT SHOP SANTA CRUZ		9820	EMP INTEREST CARD	41.14	
						9821	BUSINESS CARDS/PT	355.33	
						9822	PRINTING/PT	882.24	
19937	10/13/06	76,191.16	904	RNL DESIGN		9823	PROF SVCS THRU 8/27	76,191.16	
19938	10/13/06	1,880.74	909	CLASSIC GRAPHICS		9747	OUT RPR REV VEH	1,880.74	
19939	10/13/06	7,969.69	912	FOLGER GRAPHICS		9824	PRINTING/HEADWAYS	7,969.69	
19940	10/13/06	950.00	916	DOCTORS ON DUTY		9825	8/9-9/12 DRUG TESTS	950.00	
19941	10/13/06	14,667.37	941	ASSURANT EMPLOYEE BENEFITS		9826	OCT LTD INSURANCE	14,667.37	
19942	10/13/06	10.83	946	ACME AND SONS		9748	FENCE RENT-DUBOIS	10.83	
19943	10/13/06	2,100.00	947	BASE LINE LAND SURVEYORS, INC		9827	RIGHT OF WAY SURVEY	2,100.00	
19944	10/13/06	70.69	E002	STICKEL, TOM		9828	LOCAL MTG EXPENSE	56.69	
						9836	PARKING FOR APTA	14.00	
19945	10/13/06	10.00	E214	ATWELL, DONALD		9750	DMV FEES	10.00	
19946	10/13/06	104.83	E239	SLATER, ROBYN		9829	TRAVEL/OFFICE SUPPLY	104.83	
19947	10/13/06	48.53	E404	WILSON, BONNIE		9749	APTA MTG EXPENSE	48.53	
19948	10/13/06	1,377.26	R460	FITZJARRELL, JOE		9830	SETTLEMENT/RISK	1,377.26	
19949	10/13/06	36.00	R461	BROWN, FLORENCE		9831	PARACRUZ PREPAID	36.00	
19950	10/13/06	75.00	R462	ROBISON, MARY		9832	PARACRUZ PREPAID	75.00	
19951M	10/18/06	1,650.00	002287	CALIFORNIA SERVICE EMPLOYEES SEPT MEDICAL INS		9976	SEPT MEDICAL INS	1,650.00	MANUAL
19952	10/27/06	492.45	001	SBC		9837	OCT REPEATERS/OPS	86.34	
						9838	OCT REPEATERS/OPS	406.11	
19953	10/27/06	37,727.50	001035	HARRIS & ASSOCIATES		9839	MB SEPT PROF SVCS	37,727.50	
19954	10/27/06	2,085.33	001038	TWINVISION NA INC.		9924	REV VEH PARTS	2,085.33	
19955	10/27/06	10,525.68	001043	VISION SERVICE PLAN		9840	NOV VISION INS	10,525.68	
19956	10/27/06	1,857.64	001048	CRUZ CAR WASH		9841	VEH WASH SVCS	1,857.64	
19957	10/27/06	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		9842	AUG 06 PROF SVCS	125.00	
19959	10/27/06	17,695.27	001063	NEW FLYER INDUSTRIES LIMITED		9925	REV VEH PARTS 72	72.00	
						9926	REV VEH PARTS 1973	1,972.84	
						9927	REV VEH PARTS 670	670.06	
						9928	REV VEH PARTS 2307	2,307.61	
						9929	REV VEH PARTS 115	115.20	
						9930	REV VEH PARTS 1212	1,212.30	
						9931	REV VEH PARTS 429	429.36	
						9932	REV VEH PARTS 182	182.08	
						9933	PRESS KIT 6723	6,723.20	
						9934	REV VEH PARTS 743	742.53	
						9935	REV VEH PARTS 173	173.01	
						9936	REV VEH PARTS 135	135.26	
						9937	REV VEH PARTS 1247	1,247.00	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						9938	REV VEH PARTS 381	380.80	
						9939	REV VEH PARTS 1398	1,397.69	
						9940	REV VEH PARTS (33)	-33.00	
						9941	REV VEH PARTS (33)	-32.67	
19960	10/27/06	11,464.36	001075	SOQUEL III ASSOCIATES	7	9000627	RESEARCH PARK RENT	11,464.36	
19961	10/27/06	7,590.00	001076	BROUGHTON LAND, LLC		9000628	110 VERNON ST RENT	7,590.00	
19962	10/27/06	1,407.05	001119	MACERLICH PARTNERSHIP LP	7	9000629	CAPITOLA MALL RENT	1,407.05	
19963	10/27/06	64,445.77	001316	DEVCO OIL		9942	FLT FUEL 9/18-10/22	64,445.77	
19964	10/27/06	3,523.75	001492	EVERGREEN OIL INC.		9843	HAZ WASTE DISPOSAL	3,523.75	
19965	10/27/06	11,528.48	001648	STEVE'S UNION SERVICE		9844	SEPT FUEL/PT	11,483.83	
						9943	SEPT FUEL/FLT	44.65	
19966	10/27/06	1,007.94	001800	THERMO KING OF SALINAS, INC		9944	REV VEH PARTS	1,007.94	
19967	10/27/06	30.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		9845	QUARTERLY COPY CHR	30.00	
19968	10/27/06	965.03	001976	SPORTWORKS NORTHWEST, INC.		9945	REV VEH PARTS 965	965.03	
19969	10/27/06	50.62	002028	WESTCOAST LEGAL SERVICE	7	9846	PROF/TECH SVCS	50.62	
19970	10/27/06	633.84	002063	COSTCO		9847	LOCAL MEETING EXP	289.15	
						9848	LOCAL MEETING EXP	44.39	
						9849	LOCAL MEETING EXP	40.04	
						9850	LOCAL MEETING EXP	12.16	
						9851	OFFICE SUPPLIES/FAC	164.61	
						9852	PHOTO PROCESS/RISK	6.59	
						9946	PHOTO PROC OPS	37.38	
						9947	PHOTO PROC OPS	39.52	
19971	10/27/06	249.99	002069	A TOOL SHED, INC.		9853	9/6 EQUIP RENTAL	249.99	
19972	10/27/06	26,500.00	002116	HINSHAW, EDWARD & BARBARA	7	9000630	370 ENCLINAL RENT	26,500.00	
19973	10/27/06	14,214.64	002117	IULIANO	7	9000631	111 DUBOIS RENT	11,214.64	
						9000632	115 DUBOIS RENT	3,000.00	
19974	10/27/06	610.58	002189	BUS & EQUIPMENT		9854	REV VEH PARTS/PT	610.58	
19975	10/27/06	169.80	002307	EWING IRRIGATION PRODUCTS		9855	REPAIRS/MAINTENANCE	169.80	
19976	10/27/06	508.60	002313	HARTSELL & OLIVIERI	7	9856	TRANSCRIPTS/RISK	508.60	
19977	10/27/06	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		9857	OCT LEGISLATIVE SVC	5,000.00	
19978	10/27/06	1,044.14	002504	TIFCO INDUSTRIES		9948	REV VEH PTS/SUPP	1,044.14	
19979	10/27/06	96.00	002567	DEPARTMENT OF JUSTICE		9858	SEPT FINGERPRINTS	96.00	
19980	10/27/06	941.32	002713	SANTA CRUZ AUTO TECH, INC.		9859	OUT REP REV VEH/PT	941.32	
19981	10/27/06	3,868.90	002721	NEXTEL COMMUNICATIONS		9860	9/4-10/3 PHONES/PT	3,868.90	
19982	10/27/06	1,216.13	002802	BATTERY SYSTEMS		9949	REV VEH PARTS	1,216.13	
19983	10/27/06	9,288.26	002805	TELEPATH CORPORATION		9873	CAMERA SYSTEM UPGRD	9,288.26	
19984	10/27/06	176.21	002817	WATSONVILLE BLUEPRINT		9861	MB PLANS/ADM	176.21	
19985	10/27/06	45.00	002826	HOLIDAY MUFFLER SERVICE		9862	OUT REP REV VEH/PT	45.00	
19986	10/27/06	3,344.47	002829	VALLEY POWER SYSTEMS, INC.		9950	REV VEH PARTS	733.94	
						9951	REV VEH PARTS	499.14	
						9952	REV VEH PARTS	2,111.39	
19987	10/27/06	2,127.00	002847	STATE OF CA-EDD		9863	PARADISE LEVY	2,127.00	
19988	10/27/06	150.01	002861	AMERICAN MESSAGING SVCS, LLC		9974	NOV PAGER/FLT	31.80	
						9975	NOV PAGERS/FAC	118.21	
19989	10/27/06	1,750.00	002880	CITY OF SANTA CRUZ		9923	TREE REMOVAL PERMIT	1,750.00	
19990	10/27/06	118.30	007	UNITED PARCEL SERVICE		9953	SEPT/OCT FRT OUT	118.30	
19991	10/27/06	8,496.92	009	PACIFIC GAS & ELECTRIC		9864	9/15-10/13 RESEARCH	890.73	
						9865	8/15-10/09 KINGS VLG	1,958.89	
						9866	8/30-9/28 FLEET	5,647.30	

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19992	10/27/06	1,017.07	017	SUN MICROSYSTEMS, INC.		9867	10/1-12/31 SVCS	1,017.07	
19993	10/27/06	6,969.87	018	SALINAS VALLEY FORD SALES		9954	REV VEH PTS/SM TOOL	6,969.87	
19994	10/27/06	431.72	020	ADT SECURITY SERVICES INC.		9868	NOV ALARMS	431.72	
19995	10/27/06	79.40	039	KINKO'S INC.		9869	OCT PRINTING/ADMIN	5.78	
						9870	OCT PRINTING/ADMIN	62.06	
						9871	SEPT PRINTING/LGL	11.56	
19996	10/27/06	21.65	074	KENVILLE LOCKSMITHS	7	9872	SEPT/OCT LOCKS/KEYS	21.65	
19997	10/27/06	314.29	079	SANTA CRUZ MUNICIPAL UTILITIES		9874	SEPT LANDFILL	20.56	
						9875	8/4-10/3 RESEARCH PK	293.73	
19998	10/27/06	1,465.28	080A	STATE BOARD OF EQUALIZATION		9955	07-09/06 FUEL TAX	1,465.28	
19999	10/27/06	459.16	083	THYSSENKRUPP ELEVATOR		9876	OCT-DEC ELEV. SVC	459.16	
20000	10/27/06	9,350.30	085	DIXON & SON TIRE, INC.		9877	7/31-9/21 TIRES/TUBE	2,161.20	
						9956	OUT RPR REV VEH/FLT	481.35	
						9957	SEPT TIRES/TUBES FLT	6,707.75	
20001	10/27/06	2,617.84	110	JESSICA GROCERY STORE, INC.		9000633	CUSTODIAL SERVICES	2,617.84	
20002	10/27/06	632.28	117	GILLIG CORPORATION		9958	REV VEH PARTS	615.50	
						9959	OTH MOBILE SUPP	16.78	
20003	10/27/06	62.04	123	BAY PHOTO LAB		9878	PHOTO PROCESS/PT	62.04	
20004	10/27/06	10.01	130	CITY OF WATSONVILLE UTILITIES		9879	9/1-10/1 RODRIGUEZ	10.01	
20005	10/27/06	301.13	147	ZEE MEDICAL SERVICE CO.		9880	SAFETY SUPPLIES	301.13	
20006	10/27/06	1,453.19	148	ZEP MANUFACTURING COMPANY		9960	CLEANING SUPP	1,453.19	
20007	10/27/06	243.11	149	SANTA CRUZ SENTINEL		9881	SEPT ADVERTISING/ADM	243.11	
20008	10/27/06	2,595.51	161	OCEAN CHEVROLET		9882	REV VEH PARTS/PT	2,485.11	
						9961	REV VEH PARTS	110.40	
20009	10/27/06	629.35	166	HOSE SHOP, THE		9962	PARTS & SUPP/FLT	438.10	
						9963	REV VEH PARTS/SUPP	191.25	
20010	10/27/06	943.85	186	WILSON, GEORGE H., INC.		9883	REPAIRS/MAINTENANCE	943.85	
20011	10/27/06	430.36	282	GRAINGER		9884	REPAIRS/MAINTENANCE	193.16	
						9885	REPAIRS/MAINTENANCE	237.20	
20012	10/27/06	257.96	294	ANDY'S AUTO SUPPLY		9964	REV VEH PARTS/SUPP	257.96	
20013	10/27/06	110.01	358	POWR-FLITE		9886	2 VACUUM MOTORS	110.01	
20014	10/27/06	184.00	367	COMMUNITY TELEVISION OF		9887	TV COVERAGE 9/22 MTG	184.00	
20015	10/27/06	1,993.29	382	AIRTEC SERVICE		9889	REP/MAINT HVAC UNITS	1,993.29	
20016	10/27/06	604.43	395	APPLIED GRAPHICS, INC.		9888	PRINTING/METRO	604.43	
20017	10/27/06	288.94	436	WEST PAYMENT CENTER		9890	SEPT ACCESS CHGS	288.94	
20018	10/27/06	336,986.48	502	CA PUBLIC EMPLOYEES'		9891	NOV MEDICAL INS	336,986.48	
20019	10/27/06	89.75	510A	HASLER, INC.		9892	11/1-11/30 RENTAL/PT	41.04	
						9893	11/1-11/30 RENTL/ADM	48.71	
20020	10/27/06	147.76	546	GRANITE ROCK COMPANY		9894	REPAIRS/MAINTENANCE	147.76	
20021	10/27/06	5.00	561	CITY OF SANTA CRUZ-POLICE DEPT		9895	ALARM REGISTRATION	5.00	
20022	10/27/06	455.96	647	GFI GENFARE		9965	REV VEH PARTS	136.16	
						9966	REV VEH PARTS	319.80	
20023	10/27/06	275.95	707	WALTERS MANUFACTURING COMPANY		9896	REPAIRS/MAINTENANCE	275.95	
20024	10/27/06	172.34	718	BOSTER, KOBAYASHI & ASSOC. INC	7	9897	9/7-9/15 PROF SVCS	172.34	
20025	10/27/06	1,058.60	733	CLAREMONT BEHAVIORAL SERVICES		9898	NOV EAP PREMIUM	1,058.60	
20026	10/27/06	675.00	764	MERCURY METALS		9899	REPAIR RAMP/PT	675.00	
20027	10/27/06	700.00	810	COTTLE, CHRIS	7	9900	9/27-10/4 PROF SVCS	700.00	
20028	10/27/06	300.00	819	MONEY SYSTEMS TECHNOLOGY, INC.		9967	COIN MACH MAINT	300.00	
20029	10/27/06	40.99	848	SANTA CRUZ ELECTRONICS, INC.		9901	COMPUTER SUPPLIES/IT	40.99	
20030	10/27/06	1,643.00	852	LAW OFFICES OF MARIE F. SANG	7	9902	WORKERS COMP CLAIMS	1,643.00	

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20031	10/27/06	5,600.00	853	ZELLER APPRAISAL SERVICES, INC	9903	1211 RIVER APPRAISAL	5,600.00	
20032	10/27/06	960.00	878	KELLY SERVICES, INC.	9904	TEMP/FIN W/E 10/1	960.00	
20033	10/27/06	30.00	880	SEISINT, INC.	9905	PROF/TECH SVC/RISK	30.00	
20034	10/27/06	335.03	882	PRINT SHOP SANTA CRUZ	9968	PRINTING/OPS	335.03	
20035	10/27/06	1,064.00	883	RCR FABRICATION AND DESIGN	9969	OUT RPR REV VEH	1,064.00	
20036	10/27/06	38.00	886	ALL PURE WATER	9970	SEPT WATER	38.00	
20037	10/27/06	28,798.73	904	RNL DESIGN	9906	PROF SVCS THRU 9/24	28,798.73	
20038	10/27/06	3,382.37	909	CLASSIC GRAPHICS	9971	OUT RPR REV VEH	3,382.37	
20039	10/27/06	980.94	943	CLEAN BUILDING MAINTENANCE	9907	SEPT JANITORIAL SVC	980.94	
20040	10/27/06	1,258,351.20	948	ARNTZ BUILDERS, INC.	9908	CONST SVC MB TO 8/31	1,258,351.20	
20041	10/27/06	139,816.80	948A	WESTAMERICA BANK TRUST DEPT	9909	SEPT RETAINAGE	139,816.80	
20042	10/27/06	225.00	957	SECURITY SHORING & STEEL PLT	9910	STEEL PLATE RENTAL	225.00	
20043	10/27/06	18,617.03	977	SANTA CRUZ TRANSPORTATION, LLC	9911	SEPT 06 PT SVCS	18,617.03	
20044	10/27/06	100.00	B016	SKILLICORN, DALE	9922	OCT BOARD MTGS	100.00	
20045	10/27/06	563.80	E107	JONES, RUTH	9973	30 YR ANNIV/SUPPLIES	563.80	
20046	10/27/06	33.00	E227	MCFADDEN, IAN	9912	LOCAL MEETING EXP	33.00	
20047	10/27/06	36.00	E288	OJEDA, ROBERTO	9972	DMV FEES	36.00	
20048	10/27/06	144.46	E312	CHENG, FRANK	9913	OFFICE EQUIPMENT/ADM	144.46	
20049	10/27/06	320.47	E397	GALLAGHER, MARGARET	9914	OFFICE SUPPLIES/RISK	40.01	
					9915	LOCAL MEETING EXP	56.19	
					9916	LOCAL MEETING EXP	224.27	
20050	10/27/06	64.00	E606	MULLIS, MICHAEL	9917	DMV FEES	64.00	
20051	10/27/06	64.00	E607	WESTERMAN-FARFAN, PATRICIA	9918	DMV FEES	64.00	
20052	10/27/06	64.00	E608	GLUAYMAI, YOTHIN	9919	DMV FEES	64.00	
20053	10/27/06	276.22	M003	WYANT, JUDI	9000634	MED PYMT SUPP	276.22	
20054	10/27/06	281.87	M005	ROSS, EMERY	9000635	MED PYMT SUPP	281.87	
20055	10/27/06	319.37	M007	BLAIR-ALWARD, GREGORY	9000636	MED PYMT SUPP	319.37	
20056	10/27/06	319.37	M010	SHORT, SLOAN	9000637	MED PYMT SUPP	319.37	
20057	10/27/06	237.26	M016	HICKLIN, DONALD KENT	9000638	MED PYMT SUPP	237.26	
20058	10/27/06	82.11	M022	CAPELLA, KATHLEEN	9000639	MED PYMT SUPP	82.11	
20059	10/27/06	42.58	M030	ROWE, RUBY	9000640	MED PYMT SUPP	42.58	
20060	10/27/06	42.58	M033	BAILEY, NEIL	9000641	MED PYMT SUPP	42.58	
20061	10/27/06	21.29	M036	CERVANTES, GLORIA	9000642	MED PYMT SUPP	21.29	
20062	10/27/06	21.29	M039	DAVILA, ANA MARIA	9000643	MED PYMT SUPP	21.29	
20063	10/27/06	21.29	M040	GARBEZ, LINDA	9000644	MED PYMT SUPP	21.29	
20064	10/27/06	42.58	M041	GOUVEIA, ROBERT	9000645	MED PYMT SUPP	42.58	
20065	10/27/06	42.58	M042	HOBBS, JAMES	9000646	MED PYMT SUPP	42.58	
20066	10/27/06	94.71	M043	HOLODNICK, JAMES	9000647	MED PYMT SUPP	94.71	
20067	10/27/06	21.29	M050	O'MARA, KATHLEEN	9000648	MED PYMT SUPP	21.29	
20068	10/27/06	72.86	M051	PENDRAGON, LINDA	9000649	MED PYMT SUPP	72.86	
20069	10/27/06	42.58	M054	SLOAN, FRANCIS	9000650	MED PYMT SUPP	42.58	
20070	10/27/06	295.99	M057	PARHAM, WALLACE	9000651	MED PYMT SUPP	295.99	
20071	10/27/06	295.99	M058	POTEETE, BEVERLY	9000652	MED PYMT SUPP	295.99	
20072	10/27/06	322.93	M061	KAMEDA, TERRY	9000653	MED PYMT SUPP	322.93	
20073	10/27/06	262.30	M064	PETERS, TERRIE	9000654	MED PYMT SUPP	262.30	
20074	10/27/06	36.17	M068	BASS, BETTY	9000655	MED PYMT SUPP	36.17	
20075	10/27/06	41.06	M069	JACOBS, KENNETH	9000656	MED PYMT SUPP	41.06	
20076	10/27/06	41.06	M070	PICARELLA, FRANCIS	9000657	MED PYMT SUPP	41.06	
20077	10/27/06	215.56	M072	BRIDINGER, CHRIS	9000658	MED PYMT SUPP	215.56	
20078	10/27/06	215.56	M073	CENTER, DOUG	9000659	ME PYMT SUPP	215.56	

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20079	10/27/06	215.56	M074	GABRIELE, BERNARD	9000660	MED PYMT SUPP	215.56	
20080	10/27/06	215.56	M075	HOWARD, CAROL	9000661	MED PYMT SUPP	215.56	
20081	10/27/06	215.56	M076	VONWAL, YVETTE	9000662	MED PYMT SUPP	215.56	
20082	10/27/06	94.71	M077	BRADFORD, THOMAS	9000663	MED PYMT SUPP	94.71	
20083	10/27/06	72.86	M078	BRIDINGER, DENISE	9000664	MED PYMT SUPP	72.86	
20084	10/27/06	36.43	M080	CARR, DALE	9000665	MED PYMT SUPP	36.43	
20085	10/27/06	55.40	M081	HALL, JAMES	9000666	MED PYMT SUPP	55.40	
20086	10/27/06	21.29	M082	HINDIN, LENORE	9000667	MED PYMT SUPP	21.29	
20087	10/27/06	42.58	M085	ROSSI, DENISE	9000668	MED PYMT SUPP	42.58	
20088	10/27/06	21.29	M086	TOLINE, DONALD	9000669	MED PYMT SUPP	21.29	
20089	10/27/06	21.29	M088	YAGI, RANDY	9000670	MED PYMT SUPP	21.29	
20090	10/27/06	20.15	M090	CLARKE, PATRICIA	9000671	MED PYMT SUPP	20.15	
20091	10/27/06	41.06	M092	CRAWFORD, TERRI	9000672	MED PYMT SUPP	41.06	
20092	10/27/06	41.06	M095	DIXON, GEORGE	9000673	MED PYMT SUPP	41.06	
20093	10/27/06	41.06	M096	DRAKE, JUDITH	9000674	MED PYMT SUPP	41.06	
20094	10/27/06	41.06	M098	FAUCI, SUSAN	9000675	MED PYMT SUPP	41.06	
20095	10/27/06	41.06	M099	FIKE, LOUIS	9000676	MED PYMT SUPP	41.06	
20096	10/27/06	41.06	M101	GOES, ALAN	9000677	MED PYMT SUPP	41.06	
20097	10/27/06	20.15	M103	JEMISON, MAURICE	9000678	MED PYMT SUPP	20.15	
20098	10/27/06	41.06	M104	JUSSEL, PETE	9000679	MED PYMT SUPP	41.06	
20099	10/27/06	20.15	M105	KOHAMA, MARY	9000680	MED PYMT SUPP	20.15	
20100	10/27/06	20.15	M106	LYALL, JOHN	9000681	MED PYMT SUPP	20.15	
20101	10/27/06	41.06	M108	MILLER, FOREST	9000682	MED PYMT SUPP	41.06	
20102	10/27/06	20.15	M111	SANCHEZ, FELIX	9000683	MED PYMT SUPP	20.15	
20103	10/27/06	41.06	M112	SILVA, EDUARDO	9000684	MED PYMT SUPP	41.06	
20104	10/27/06	41.06	M115	WILLIAMS, CHRIS	9000685	MED PYMT SUPP	41.06	
20105	10/27/06	843.32	R463	MASCHAN, CONNIE	9920	SETTLEMENT/RISK	843.32	
20106	10/27/06	700.00	R464	MERRILL, CHRIS	9921	SETTLEMENT/RISK	700.00	
TOTAL		2,657,324.80		COAST COMMERCIAL BANK		TOTAL CHECKS	237	2,657,324.80

5.2.7

**Santa Cruz METRO
October 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/ Free Rides
10	\$ 1,350.40	35,408	31,401	2,067	10	65	23	4	150	779	935
13	\$ 639.87	17,514	15,737	785	-	38	5	5	62	336	497
15	\$ 2,329.63	57,289	51,258	2,679	10	82	20	13	302	1,368	1,559
16	\$ 7,029.47	120,965	108,257	4,425	44	245	31	13	645	2,510	3,232
19	\$ 2,144.31	34,459	30,201	1,483	11	92	15	23	233	735	1,216
3B	\$ 1,280.43	4,299	1,659	248	26	78	20	24	220	135	1,334
4	\$ 1,158.99	4,508	478	56	12	157	63	43	182	84	2,849
7	\$ 357.93	1,137	87	20	3	73	7	11	125	18	631
9	\$ 290.86	414	15	24	3	2	-	2	3	2	200
12A	\$ 37.32	1,638	1,449	130	-	6	-	1	2	33	29
20	\$ 2,550.72	38,792	33,617	1,395	25	116	21	11	394	752	1,676
31	\$ 1,440.73	2,047	62	63	16	25	2	4	67	92	928
32	\$ 452.25	687	33	12	3	8	1	1	31	30	337
33	\$ 336.53	730	-	-	1	-	-	-	2	1	460
34	\$ 195.16	252	1	-	-	-	-	-	11	-	115
35	\$ 29,429.94	46,415	1,175	538	327	1,160	44	178	1,576	1,634	24,332
40	\$ 1,759.03	2,322	75	22	44	82	2	8	6	95	1,142
41	\$ 1,177.86	2,180	371	131	4	53	2	4	122	169	776
42	\$ 979.48	1,355	203	30	6	86	3	4	64	144	407
53	\$ 437.58	792	7	10	7	68	35	5	29	8	462
54	\$ 422.68	773	9	7	5	39	14	3	103	33	374
55	\$ 1,421.09	4,423	33	41	20	152	93	18	1,888	91	1,532
56	\$ 393.79	1,272	2	10	7	33	31	7	430	41	585
66	\$ 10,435.01	17,584	1,821	413	122	683	82	68	938	408	7,569
68	\$ 5,822.62	10,781	1,849	313	73	313	73	51	566	296	4,341
68N	\$ 1,268.31	2,347	556	112	1	38	12	-	157	102	689
69	\$ 6,269.69	12,654	1,918	714	55	343	87	29	544	395	5,285
69A	\$ 10,370.56	25,514	1,776	663	196	1,137	267	136	1,002	826	9,751
69N	\$ 1,478.44	3,161	593	190	-	53	28	1	398	154	1,011
69W	\$ 17,594.46	28,700	1,915	771	161	1,007	226	100	4,028	899	10,295
70	\$ 2,838.06	7,191	277	106	24	199	62	22	2,495	274	2,364
71	\$ 54,504.75	78,546	3,318	1,556	342	3,054	571	284	11,214	2,785	25,995
72	\$ 4,474.70	4,892	23	28	42	343	17	22	253	61	1,634
74	\$ 3,278.78	3,411	10	18	17	153	9	19	146	28	1,007
75	\$ 8,824.33	9,081	39	69	90	681	52	58	290	151	2,857
76	\$ 899.07	984	10	4	10	60	2	10	7	15	387
79	\$ 1,767.43	2,178	12	38	34	214	87	66	93	14	925
88	\$ -	-	-	-	-	-	-	-	-	-	-
91	\$ 3,986.29	6,094	133	151	128	97	14	19	1,169	296	2,063
UC Supplemental	\$ 87.42	2,523	2,241	118	3	4	-	-	20	38	89
Unknown	\$ 297.60	960	196	28	-	8	8	1	84	21	130
TOTAL	\$203,092.35	599,685	292,827	19,486	1,899	11,200	2,038	1,287	30,197	15,861	123,007

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 45,445.17	24,244	15	85	133	1,298	38	5,997	98	1,233	13,051

RIDERSHIP	
Night Owl	5,851
MONTE	2,572
TOTAL	8,423

October Ridership	632,352
October Revenue	\$249,146.07

5-3.1

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	0	7	0	7	0	100%
FLYER/LOW FLOOR - 40'	12	1	11	8	3	8	100%
FLYER/LOW FLOOR - 35'	18	4	14	10	4	10	100%
FLYER/HIGH FLOOR - 35'	15	2	13	5	8	5	100%
GILLIG/SAM TRANS - 40'	10	1	9	5	4	5	100%
DIESEL CONVERSION - 35'	15	2	13	12	1	12	100%
DIESEL CONVERSION - 40'	14	2	12	9	3	9	100%
ORION/HIGHWAY 17 - 40'	11	2	9	8	1	8	100%
GOSHEN	2	0	2	1	1	1	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	0	8	6	2	6	100%

5-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF OCTOBER 2006

BUS #	DATE	DAY	REASON
2305OR	1-Oct	Sunday	Ramp rattling "loose" very noisy
2206CG	14-Oct	Saturday	Kneel seems to be lower now than at the beginning
2215CN	14-Oct	Saturday	Kneel switch does not always work, a little work to raise it.
2215CN	23-Oct	Monday	Kneel sticking in down position. Toggle switch not working.
2230CN	18-Oct	Wednesday	Kneel does not work properly. Slow Kneel. Bus bounces after
2303OR	15-Oct	Sunday	Lift got stuck in San Jose, wouldn't raise
2305OR	20-Oct	Friday	The wheelchair ramp rattles a lot. It's very loud.
2310OR	25-Oct	Wednesday	Lift broken
9806LF	6-Oct	Friday	Red cover for Kneel tossle does not always push tossle up when
9813LF	21-Oct	Saturday	Ramp sticks and will not deploy without a personal lift past 1st 25% of deployment.
9835G	2-Oct	Monday	Lift did not lift WC in two different positions at Soquel & Frederick
9835G	11-Oct	Tuesday	Lift not working
9836G	24-Oct	Tuesday	Kneel does not work. Only works when maxi brake is on.
9836G	27-Oct	Friday	Lift will not stow. Kneel slow to come up.

F New Flyer
 G Gillig
 C Champion
 LF Low Floor Flyer
 GM GMC
 CG CNG
 CN SR855 & SR854
 OR Orion/Hwy 17

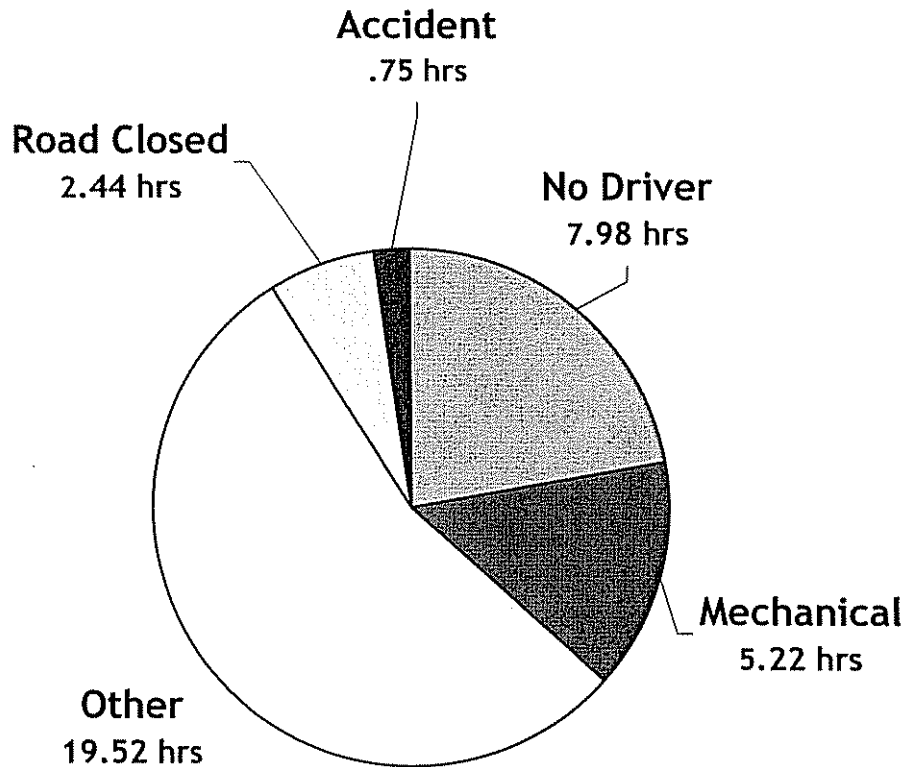
Note: Lift operating problems that cause delays of less than 30 minutes.

5-3.3

Dropped Service for FY 2007

	FY 2004/05		FY 2005/06		FY 2006/07	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	1.35	42.89	0	0	5.00	96.88
August	0.00	0.00	213.92	3,575.86	14.80	276.46
September	0.76	18.87	140.97	2,336.50	11.20	160.72
October	0.00	0.00	STRIKE	STRIKE	36.57	531.42
November	0.00	0.00	113.77	1,780.56		
December	0.00	0.00	95.61	1,659.66		
January	6.07	127.13	16.49	286.31		
February	23.31	276.75	39.18	579.38		
March	8.66	99.08	21.30	380.68		
April	37.96	641.12	20.46	323.62		
May	1.50	37.03	33.23	551.00		
June	4.15	69.30	19.97	267.47		
TOTAL	83.76	1,312.17	714.90	11,741.05	67.57	1,065.48

Dropped Service Breakdown for October 2006



5-3.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: CSAA (Subro. Chavez) Received: 10/10/06 Claim #: 06-0032
Date of Incident: 09/06/06 Occurrence Report No.: SC 09-06-06

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 10-17-06

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of November 17, 2006.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/Ig
Attachment(s)

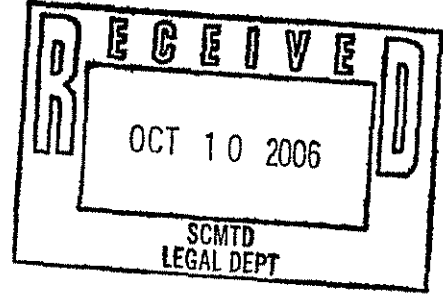
5-4.4

06-0032

California State
Automobile Association
Inter-Insurance Bureau

P.O. Box 920
Suisun City, CA 94585-0920

October 5, 2006



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
370 ENCINAL ST SUITE 100
SANTA CRUZ CA 95060

RE: Your Insured: Santa Cruz Metropolitan District
Your Claim No.: unknown
Our Insured: Guadalupe/Esmeralda Chavez
Our Claim No.:
Date of Loss: 09/06/2006

Dear Ms Gallagher :

This will confirm our subrogation interest arising from this loss. We have settled the claim with our insured and based on the following facts, request payment directly to California State Automobile Association Inter-Insurance Bureau (CSAA-IIB):

In order to assist with and expedite the evaluation and processing of this subrogation demand, we enclose the relevant documentation in support of our claim. This information may contain personal or privileged information about our insured, and is being provided to you pursuant to California Insurance Code Section 791.13 and may not be used for any unauthorized purpose.

Based upon this information, we ask that you issue payment of \$1936.17

Repair Bill	\$1662.17
Deductible	\$0.00
Loss of Use	\$274.00
Tow/Storage	\$0.00
Miscellaneous	\$0.00

TOTAL \$1936.17

Please be advised that any payment in an amount less than that set forth in this letter that is forwarded to CSAA without its prior authorization as described below **will not constitute a full and final settlement and will be accepted as partial payment only.** Since payments received in the mail are processed by clerical staff and deposited as a matter of course without examination, unauthorized payments for less than the full amount demanded may be processed inadvertently. Although such payments may be demarked as "payment in full" or have other words of similar meaning written on them, their processing will not constitute an accord and satisfaction, as CSAA has not agreed to acceptance of such payments. Only an authorized Subrogation Specialist may communicate, orally or in writing, CSAA's specific agreement to accept an amount less than that demanded in this letter.

Sincerely,

Jodie Winters

Subrogation Specialist
888-900-6520 extension 6232
Fax 707-863-9052
Enclosure

5-4.5

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # _____

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: Esmeralda Chavez

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: C.S.A.A.
PO Box 920, San Jose City, CA 94585

3. Occurrence: bus driver turn left - turned too wide and
hit Esmeralda's vehicle.

Date: 9/6/06 Time: 12:30 pm Place: on Sunnyhill Dr

Circumstances of occurrence or transaction giving rise to claim: _____

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: \$1662.17 vehicle damage \$274 rental

5. Name or names of public employees or employees causing injury, damage, or loss, if known: Santa Cruz Metropolitan Transit District Bus # 7787
route 74

6. Amount claimed now	\$ <u>1936.17</u>
Estimated amount of future loss, if known	\$ _____
TOTAL	\$ _____

7. Basis of above computations: estimate, rental

Jodie L. Winters
CLAIMANT'S SIGNATURE (or Company
Representative or Parent of Minor Claimant)

10/4/06
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

5-4.6

RECEIVED BY CAA 09/23/2006

CHECK NO: 711 L141209-1-R

DATE: 09-23-2006

NAME AND ADDRESS INFORMATION:

THE HERTZ CORPORATION
PO BOX 26141
OKLAHOMA CITY OK 73126

— INSURED: CHAVEZ, GUADALUPE/ESMERALDA
DATE OF LOSS: 09-06-06
CLAIM NO: 01-LK4131-6
CLAIMANT: INSURED
PAYEE: THE HERTZ CORPORATION
AMOUNT: \$274.00
IN PAYMENT OF: A37902955 , 1062640
ADJUSTER: ACH REP
ADJUSTER NO: ACH01
KIND OF LOSS: XLU

PAYMENT INFORMATION/DESCRIPTION:
VENDOR PAYMENT FOR
INVOICE#: A37902955
BATCH#: 1062640

16610702

DETACH AND RETAIN FOR YOUR RECORDS

No. 711 L141209-1

DATE OF LOSS 09-06-06		CLAIM 01-LK4131-6		INSURED'S NAME CHAVEZ, GUADALUPE/ESMERALDA		DATE 09-23-2006	
POLICY TYPE AUTO	KIND OF LOSS XLU	SUFFIX 03F	CLAIMANT'S NAME INSURED		PAY \$274.00		
D.O. LRW	ADJUSTER NO. ACH01	IN PAYMENT OF A37902955 , 1062640				BANK OF AMERICA Bank of America Customer Connection Bank of America, N.A. Atlanta, Dekalb County, Georgia	

TIN: 13-1938568-00

PAY

TWO HUNDRED SEVENTY FOUR 00/100

THE HERTZ CORPORATION

This check must be properly endorsed on the reverse side by all p

TO THE
ORDER
OF

5-4.7

RECEIVED BY CAA 09/16/2006

CHECK NO: 711 L126362-7-R

DATE: 09-16-2006

NAME AND ADDRESS INFORMATION:

ESMERALDA CHAVEZ

- INSURED: CHAVEZ, GUADALUPE/ESMERALDA
 DATE OF LOSS: 09-06-06
 CLAIM NO: 01-LK4131-6
 CLAIMANT: CHAVEZ, GUADALUPE/ESMERALD
 PAYEE: ESMERALDA CHAVEZ
 AMOUNT: \$163.19
 IN PAYMENT OF: CAR SEAT REIMBURSEMENT
 ADJUSTER: MEG KINNEY
 ADJUSTER NO: 35933
 KIND OF LOSS: COL

PAYMENT INFORMATION/DESCRIPTION:
 CAR SEAT REIMBURSEMENT

16510702

DETACH AND RETAIN FOR YOUR RECORDS

No. 711 L126362-7

DATE OF LOSS 09-06-06		CLAIM 01-LK4131-6	INSURED'S NAME CHAVEZ, GUADALUPE/ESMERALDA		DATE 09-16-200
POLICY TYPE AUTO	KIND OF LOSS COL	SUFFIX 01S	CLAIMANT'S NAME CHAVEZ, GUADALUPE/ESMERALD		PAY \$163.19
D.O. CRC	ADJUSTER NO. 35933	IN PAYMENT OF CAR SEAT REIMBURSEMENT			BANK OF AMERICA Bank of America Customer Connection Bank of America, N.A. Atlanta, Dekalb County, Georgia

PAY

ONE HUNDRED SIXTY THREE 19/100

ESMERALDA CHAVEZ

This check must be properly endorsed on the reverse side by all p

TO THE
ORDER
OF

5-4.8

RECEIVED BY CAAA 09/13/2006

CHECK NO: 711 L119375-8-R

DATE: 09-13-2006

NAME AND ADDRESS INFORMATION:

WATSONVILLE AUTO BODY INC
107 AIRPORT BLVD
FREEDOM CA 95019

INSURED: CHAVEZ, GUADALUPE/ESMERALDA
DATE OF LOSS: 09-06-06
CLAIM NO.: 01-LK4131-6
CLAIMANT: CHAVEZ, GUADALUPE/ESMERALD
PAYEE: WATSONVILLE AUTO BODY INC
AMOUNT: \$1,498.98
IN PAYMENT OF: FINAL COLLISION REPAIRS
ADJUSTER: CINDY GIANOPOULOS
ADJUSTER NO.: 31315
KIND OF LOSS: COL

PAYMENT INFORMATION/DESCRIPTION:

16610702

DETACH AND RETAIN FOR YOUR RECORDS

No. 711 L119375-8

DATE OF LOSS 09-06-06		CLAIM 01-LK4131-6		INSURED'S NAME CHAVEZ, GUADALUPE/ESMERALDA		DATE 09-13-200
POLICY TYPE AUTO	KIND OF LOSS COL	SUFFIX 01F	CLAIMANT'S NAME CHAVEZ, GUADALUPE/ESMERALD		PAY \$1,498.98	
D.O. LPF	ADJUSTER NO. 31315	IN PAYMENT OF FINAL COLLISION REPAIRS			BANK OF AMERICA Bank of America Customer Connection Bank of America, N.A. Atlanta, Dekalb County, Georgia	
TIN: 33-1029511-00						

PAY

ONE THOUSAND FOUR HUNDRED NINETY EIGHT 98/100

This check must be properly endorsed on the reverse side by all p

TO THE ORDER OF
WATSONVILLE AUTO BODY INC
AND GUADALUPE/ESMERALDA CHAVEZ

5-4.9

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Trotter, Alan R.
Date of Incident: 10/16/06

Received: 10/19/06 Claim #: 06-0034
Occurrence Report No.: MISC 06-15

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 10-31-06

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of November 17, 2006.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

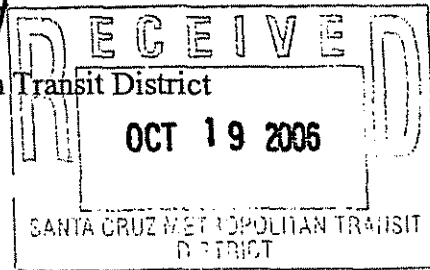
MG/lg
Attachment(s)

5-4.10

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # 00-0034



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: Alan R Trotter

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: The Same

3. Occurrence: _____

Date: 10-16-06 Time: 1.26 PM Place: 41ST AVE & SOQUEL DR Northbound

Circumstances of occurrence or transaction giving rise to claim: I SAT ON

A bus bench not knowing the bus bench was covered in lipstick which ruined my shirt and London Fog raincoat. The damage was so bad on the left side that the bus driver asked me not to sit

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as known: left side of sleeve and shirt & jacket London Fog ^{DOWN ANYWHERE}

5. Name or names of public employees or employees causing injury, damage, or loss, if known: NONE

6. Amount claimed now	\$ <u>80.00</u>
Estimated amount of future loss, if known	\$ <u>0</u>
TOTAL	\$ <u>80.00</u>

7. Basis of above computations: _____

Alan R Trotter
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

10-19-06
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

5-4.11

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Prather, Bruce L.
Date of Incident: 09/10/06

Received: 10/27/06 Claim #: 06-0035
Occurrence Report No.: SC 09-06-11

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 10-31-06

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of November 17, 2006.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

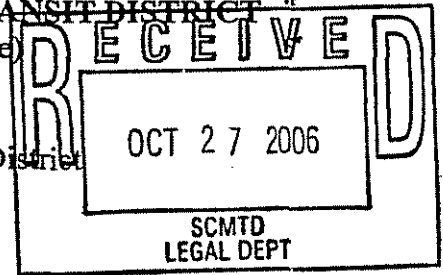
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Attachment(s)

5-4.12

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # 06-6035



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: BRUCE L. PRATHER

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: FELL WHILE BOARDING BUS

Date: 9-10-06 Time: APPROX 3:30 Place: SOQUEL AVE, SANTA CRUZ, CA

Circumstances of occurrence or transaction giving rise to claim: _____

FELL WHILE BOARDING A BUS THAT PULLED AWAY AND STOPPED
VERY QUIETLY - I WAS STILL ON STAIRS AND FELL FORWARD
TOWARDS A CURB HAD PROTECTED MYSELF BETTER
IF HE WOULD HAVE LAUNCHED THE STEPS AS I WALK WITH

General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: _____

HURT LOWER BACK IN FALL AND THE TENDONS
ON MY LEFT FOOT. FEEL TERRIBLE TO
WALK STILL HAVE PAIN FROM INCIDENT.

Name or names of public employees or employees causing injury, damage, or loss, if known: _____

6. Amount claimed now \$ 10,000.00
Estimated amount of future loss, if known \$ 10,000.00
TOTAL \$ 10,000.00

7. Basis of above computations: _____

Bruce Prather
CLAIMANT'S SIGNATURE (or Company
Representative or Parent of Minor Claimant)

10-23-06
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

5-4.13

EXEMPT
25%
CASH
TO
2605



Agenda
METRO Advisory Committee

6:00 pm
November, 2006
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of October 18, 2006
5. Ridership Reports for September 2006
6. ParaCruz Operations Status Reports for July 2006
7. Discussion of Ridership Report Improvements
8. Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
9. Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding
10. Communications to METRO General Manager
11. Communications to METRO Board of Directors
12. Items for Next Meeting Agenda
13. Adjournment

Next Meeting: Wednesday December 20, 2006 @ 6:00 pm
Santa Cruz Metro Conference Room

5-5.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

**SUBJECT: MONTHLY BUDGET STATUS REPORT FOR AUGUST 2006 AND
APPROVAL OF BUDGET TRANSFERS**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of October 1 – October 31, 2006.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$3,909,827 or \$11,914 under the amount of revenue expected to be received during the first two months of the fiscal year.
- Total operating expenses for the year to date in the amount of \$5,765,504 are at 16.0% of the budget.
- A total of \$857,046 has been expended through August 31st for the FY 06-07 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 06-07 budget as of August 31, 2006. The fiscal year is 16.7% elapsed.

A. Operating Revenues

Revenues are \$11,914 under the amount to be received for the period. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$5,765,504 or 16.0% of the budget, with 16.7% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$857,046 has been expended on the Capital Improvement Program. Of this, \$753,385 has been spent on MetroBase.

5-6.1

IV. FINANCIAL CONSIDERATIONS

Approval of the budget transfers will increase some line item expenses and decrease others. Overall, the changes are expense-neutral.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for August 2006, and Budget Transfers

5-6.2

MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - AUGUST 2006

Attachment **A**

Operating Revenue	FY 06-07 Budgeted for Month	FY 06-07 Actual for Month	FY 06-07 Budgeted YTD	FY 05-06 Actual YTD	FY 06-07 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 314,034	\$ 290,133	\$ 616,981	\$ 604,882	\$ 563,709	\$ (53,272)	
Paratransit Fares	\$ 19,293	\$ 20,036	\$ 38,304	\$ 35,556	\$ 39,967	\$ 1,663	
Special Transit Fares	\$ 60,651	\$ 68,186	\$ 127,027	\$ 113,477	\$ 137,081	\$ 10,054	
Highway 17 Revenue	\$ 97,629	\$ 105,830	\$ 184,634	\$ 177,532	\$ 205,376	\$ 20,742	
<i>Subtotal Passenger Rev</i>	\$ 491,607	\$ 484,185	\$ 966,946	\$ 931,447	\$ 946,133	\$ (20,813)	See Note 1
Advertising Income	\$ 10,000	\$ 19,265	\$ 20,000	\$ 9,460	\$ 45,990	\$ 25,990	See Note 2
Commissions	\$ 500	\$ 379	\$ 1,000	\$ 1,070	\$ 941	\$ (59)	
Rent Income	\$ 11,932	\$ 11,820	\$ 23,864	\$ 32,824	\$ 27,585	\$ 3,721	See Note 3
Interest - General Fund	\$ 76,438	\$ 99,529	\$ 151,506	\$ 120,139	\$ 201,909	\$ 50,403	See Note 4
Non-Transportation Rev	\$ 500	\$ 515	\$ 144,625	\$ 731	\$ 145,369	\$ 744	
Sales Tax Income	\$ 1,493,600	\$ 1,452,500	\$ 2,613,800	\$ 2,613,800	\$ 2,541,900	\$ (71,900)	See Note 5
TDA Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FY 05-06 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 2,084,577	\$ 2,068,193	\$ 3,921,741	\$ 3,709,471	\$ 3,909,827	\$ (11,914)	

5-6.a1

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - AUGUST 2006**

	FY 06-07 Final Budget	FY 06-07 Revised Budget	FY 05-06 Expended YTD	FY 06-07 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 966,287	\$ 966,287	\$ 128,544	\$ 151,685	15.7%	
Finance	\$ 572,352	\$ 559,170	\$ 82,690	\$ 74,665	13.4%	
Customer Service	\$ 482,804	\$ 482,804	\$ 61,437	\$ 68,225	14.1%	
Human Resources	\$ 468,664	\$ 468,664	\$ 54,923	\$ 71,034	15.2%	
Information Technology	\$ 466,252	\$ 466,252	\$ 67,073	\$ 77,121	16.5%	
District Counsel	\$ 404,446	\$ 404,446	\$ 64,506	\$ 64,110	15.9%	
Facilities Maintenance	\$ 946,857	\$ 946,857	\$ 150,530	\$ 160,193	16.9%	See Note 6
Paratransit Program	\$ 2,913,145	\$ 2,913,145	\$ 467,176	\$ 479,537	16.5%	
Operations	\$ 2,010,685	\$ 2,010,685	\$ 254,883	\$ 356,268	17.7%	See Note 6
Bus Operators	\$ 13,634,430	\$ 13,634,430	\$ 1,958,021	\$ 2,158,622	15.8%	
Fleet Maintenance	\$ 3,928,485	\$ 3,928,485	\$ 576,136	\$ 606,958	15.5%	
Retired Employees/COBRA	\$ 1,251,291	\$ 1,251,291	\$ 166,012	\$ 314,978	25.2%	See Note 6
Total Personnel	\$ 28,045,699	\$ 28,032,517	\$ 4,031,929	\$ 4,583,396	16.4%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 706,589	\$ 706,589	\$ 130,554	\$ 153,844	21.8%	See Note 7
Finance	\$ 937,123	\$ 950,305	\$ 94,328	\$ 11,372	1.2%	
Customer Service	\$ 112,469	\$ 112,469	\$ 14,660	\$ 9,281	8.3%	
Human Resources	\$ 61,733	\$ 61,733	\$ 1,923	\$ 25,539	41.4%	See Note 8
Information Technology	\$ 138,140	\$ 138,140	\$ 33,055	\$ 42,038	30.4%	See Note 9
District Counsel	\$ 17,943	\$ 17,943	\$ 13,864	\$ 4,380	24.4%	See Note 10
Risk Management	\$ 245,027	\$ 245,027	\$ 4,547	\$ 18,130	7.4%	
Facilities Maintenance	\$ 378,572	\$ 378,572	\$ 46,134	\$ 61,451	16.2%	
Paratransit Program	\$ 732,898	\$ 732,898	\$ 78,145	\$ 103,744	14.2%	
Operations	\$ 619,922	\$ 619,922	\$ 58,118	\$ 98,243	15.8%	
Bus Operators	\$ 5,000	\$ 5,000	\$ -	\$ 474	9.5%	
Fleet Maintenance	\$ 3,958,386	\$ 3,958,386	\$ 473,320	\$ 653,593	16.5%	
SCCIC	\$ 500	\$ 500	\$ -	\$ 20	4.0%	
Total Non-Personnel	\$ 7,914,301	\$ 7,927,483	\$ 948,648	\$ 1,182,109	14.9%	
Total Operating Expense	\$ 35,960,000	\$ 35,960,000	\$ 4,980,577	\$ 5,765,504	16.0%	
YTD Operating Revenue Over YTD Expense				\$ (1,855,677)		

**CONSOLIDATED OPERATING EXPENSE
AUGUST 2006**

	FY 06-07 Final Budget	FY 06-07 Revised Budget	FY 05-06 Expended YTD	FY 06-07 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 8,548,386	\$ 8,548,386	\$ 1,136,007	\$ 1,124,260	13.2%	
Operators Overtime	\$ 1,359,914	\$ 1,359,914	\$ 181,222	\$ 183,069	13.5%	
Other Salaries & Wages	\$ 6,048,264	\$ 6,035,082	\$ 860,323	\$ 912,920	15.1%	
Other Overtime	\$ 246,200	\$ 246,200	\$ 17,003	\$ 36,580	14.9%	
	\$ 16,202,764	\$ 16,189,582	\$ 2,194,555	\$ 2,256,829	13.9%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 245,815	\$ 245,815	\$ 27,172	\$ 30,369	12.4%	
PERS Retirement	\$ 2,078,184	\$ 2,078,184	\$ 334,011	\$ 293,830	14.1%	
Medical Insurance	\$ 3,876,236	\$ 3,876,236	\$ 552,928	\$ 998,890	25.8%	See Note 6
Dental Plan	\$ 481,836	\$ 481,836	\$ 80,735	\$ 74,267	15.4%	
Vision Insurance	\$ 153,182	\$ 153,182	\$ 21,824	\$ 32,652	21.3%	See Note 11
Life Insurance	\$ 46,691	\$ 46,691	\$ 7,124	\$ 9,115	19.5%	See Note 12
State Disability Ins	\$ 349,704	\$ 349,704	\$ 29,571	\$ 32,566	9.3%	
Long Term Disability Ins	\$ 201,006	\$ 201,006	\$ 30,263	\$ 29,400	14.6%	
Unemployment Insurance	\$ 91,645	\$ 91,645	\$ 204	\$ 1,239	1.4%	
Workers Comp	\$ 1,396,681	\$ 1,396,681	\$ 224,118	\$ 275,031	19.7%	See Note 13
Absence w/ Pay	\$ 2,832,656	\$ 2,832,656	\$ 518,232	\$ 542,384	19.1%	See Note 14
Other Fringe Benefits	\$ 89,301	\$ 89,301	\$ 11,193	\$ 6,385	7.1%	
	\$ 11,842,935	\$ 11,842,935	\$ 1,837,375	\$ 2,326,128	19.6%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 326,850	\$ 326,850	\$ 1,589	\$ 1,472	0.5%	
Prof/Legis/Legal Services	\$ 407,172	\$ 407,172	\$ 47,743	\$ 75,987	18.7%	See Note 15
Temporary Help	\$ -	\$ 13,182	\$ 25,206	\$ 14,631	111.0%	See Note 16
Custodial Services	\$ 71,300	\$ 71,300	\$ 9,249	\$ 11,047	15.5%	
Uniforms & Laundry	\$ 39,780	\$ 39,780	\$ 6,271	\$ 5,876	14.8%	
Security Services	\$ 431,000	\$ 431,000	\$ 28,715	\$ 67,637	15.7%	
Outside Repair - Bldgs/Eqmt	\$ 223,551	\$ 223,301	\$ 16,902	\$ 46,798	21.0%	See Note 17
Outside Repair - Vehicles	\$ 336,051	\$ 336,051	\$ 14,482	\$ 63,792	19.0%	See Note 18
Waste Disp/Ads/Other	\$ 81,575	\$ 81,575	\$ 9,203	\$ 13,740	16.8%	See Note 19
	\$ 1,917,279	\$ 1,930,211	\$ 159,360	\$ 300,980	15.6%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ -	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 200,000	\$ 200,000	\$ 13,333	\$ 37,577	18.8%	See Note 20
	\$ 200,000	\$ 200,000	\$ 13,333	\$ 37,577	18.8%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 2,745,595	\$ 2,745,595	\$ 312,311	\$ 356,193	13.0%	
Tires & Tubes	\$ 201,000	\$ 201,000	\$ 43,760	\$ 35,987	17.9%	See Note 21
Other Mobile Supplies	\$ 7,500	\$ 7,500	\$ 5,156	\$ 3,288	43.8%	See Note 22
Revenue Vehicle Parts	\$ 365,000	\$ 365,000	\$ 65,449	\$ 126,107	34.5%	See Note 23
	\$ 3,319,095	\$ 3,319,095	\$ 426,676	\$ 521,575	15.7%	

**CONSOLIDATED OPERATING EXPENSE
AUGUST 2006**

	FY 06-07 Final Budget	FY 06-07 Revised Budget	FY 05-06 Expended YTD	FY 06-07 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 26,550	\$ 26,550	\$ 2,559	\$ 2,341	8.8%	
Printing	\$ 85,610	\$ 85,610	\$ 14,516	\$ 8,261	9.6%	
Office/Computer Supplies	\$ 65,400	\$ 65,400	\$ 23,501	\$ 17,344	26.5%	See Note 24
Safety Supplies	\$ 16,375	\$ 16,625	\$ 1,328	\$ 1,714	10.3%	
Cleaning Supplies	\$ 47,650	\$ 47,650	\$ 4,849	\$ 3,282	6.9%	
Repair/Maint Supplies	\$ 40,000	\$ 40,000	\$ 3,586	\$ 6,961	17.4%	See Note 25
Parts, Non-Inventory	\$ 40,500	\$ 40,500	\$ 944	\$ 7,897	19.5%	See Note 26
Small Tools	\$ 12,100	\$ 12,100	\$ 647	\$ 1,714	14.2%	
Promo/Photo Supplies	\$ 8,805	\$ 8,805	\$ 123	\$ 616	7.0%	
	\$ 342,990	\$ 343,240	\$ 52,053	\$ 50,129	14.6%	
UTILITIES						
	\$ 368,574	\$ 368,574	\$ 48,354	\$ 61,848	16.8%	See Note 27
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 605,188	\$ 605,188	\$ 85,277	\$ 91,073	15.0%	
Settlement Costs	\$ 150,000	\$ 150,000	\$ 72	\$ 4,032	2.7%	
Repairs to Prop	\$ -	\$ -	\$ (4,694)	\$ (87,178)	0.0%	See Note 28
	\$ 755,188	\$ 755,188	\$ 80,655	\$ 7,927	1.0%	
TAXES						
	\$ 46,761	\$ 46,761	\$ 6,702	\$ 4,411	9.4%	
MISC EXPENSES						
Dues & Subscriptions	\$ 56,870	\$ 56,870	\$ 39,256	\$ 41,016	72.1%	See Note 29
Advertising - Revenue Prod.	\$ 15,000	\$ 15,000	\$ 1,262	\$ -	0.0%	
Employee Incentive Program	\$ 5,107	\$ 5,107	\$ 437	\$ 146	2.9%	
Training	\$ 9,600	\$ 9,600	\$ 1,007	\$ 9,779	101.9%	See Note 30
Travel	\$ 27,170	\$ 27,170	\$ 1,373	\$ 231	0.9%	
Other Misc Expenses	\$ 18,533	\$ 18,533	\$ 1,662	\$ (773)	-4.2%	
	\$ 132,280	\$ 132,280	\$ 44,997	\$ 50,399	38.1%	
OTHER EXPENSES						
Leases & Rentals	\$ 832,134	\$ 832,134	\$ 116,518	\$ 147,703	17.7%	See Note 31
	\$ 832,134	\$ 832,134	\$ 116,518	\$ 147,703	17.7%	
Total Operating Expense	\$ 35,960,000	\$ 35,960,000	\$ 4,980,577	\$ 5,765,504	16.0%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 06-07 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Final Program Budget	Expended in August	YTD Expended
<u>Grant Funded Projects</u>			
MetroBase	\$ 29,622,709	\$ 410,490	\$ 753,385
Revenue Vehicle Replacement	\$ 920,000	\$ -	
Short Range Transit Plan	\$ 100,000	\$ -	
CNG Bus Conversions	\$ 6,800,000	\$ -	
	\$ 37,442,709		
<u>District Funded Projects</u>			
Bus Stop Imprvmnts/Bus Shelter Projects	\$ 310,000	\$ 581	\$ 3,461
Revenue Vehicle Replacement	\$ 192,000	\$ -	\$ 12,351
Rebuild Low Floor Buses	\$ 152,000		
IT Projects	\$ 10,000	\$ 18,271	\$ 18,271
Facilities Repairs & Improvements	\$ 113,500		
Non-Revenue Vehicle Replacement	\$ 235,000	\$ -	\$ 51,862
Office Equipment	\$ 16,600		
Diagnostic Reader/Fleet	\$ 3,000		
Mt. Biewlaski Repeater	\$ 15,000		
Rebuild Bus Engines	\$ -	\$ -	\$ 17,716
	\$ 1,047,100		
TOTAL CAPITAL PROJECTS	\$ 38,489,809	\$ 429,342	\$ 857,046
<u>CAPITAL FUNDING SOURCES</u>			
	Budget	Received in August	YTD Received
Federal Capital Grants	\$ 9,230,246	\$ -	\$ -
State/Local Capital Grants	\$ 12,940,000	\$ -	\$ -
STA Funding	\$ 1,806,593	\$ -	\$ 366,708
Bus Stop Improvement Reserves	\$ 310,000	\$ -	\$ -
District Reserves	\$ 14,202,970	\$ -	\$ 490,338
TOTAL CAPITAL FUNDING	\$ 38,489,809	\$ -	\$ 857,046

5-6.a5

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT**

1. Passenger fares (farebox and pass sales) are \$53,272 or 8.6% under the final budget amount for the year to date. Paratransit fares are \$1,663 or 4.3% over the budgeted amount. Special transit fares (contracts) are \$10,054 or 7.9% over the budgeted amount. Highway 17 Express revenue is \$20,742 or 11.2% over the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first two months of the fiscal year by a net \$20,813 or 2.2%.
2. Advertising income is \$25,990 over the budgeted amount for the first two months of the year based on current advertising levels on the exterior of District buses. A formal program to sell ads has not yet been implemented, but the Assistant General Manager is preparing advertising contracts for interested vendors.
3. Rent income is \$ 3,721 over budget for the first two months of the year due to advance payments by one tenant.
4. Interest income is \$50,403 over budget for the first two months of the year due to higher interest rates than projected in the County investment pool.
5. Sales tax income is \$ 71,900 under budget because the first two advance payments did not meet the projected amount.
6. Personnel expense in several departments is over budget since the September medical premium payment to CalPERS was included in the August reporting period.
7. Administration non-personnel expense is at 21.8% of the budget due to the annual payment of APTA dues.
8. Human Resources non-personnel expense is at 41.4% of the budget due to arbitration costs.
9. Information Technology non-personnel expense is at 30.4% of the budget due to volume purchase of supplies for the computer system.
10. District Counsel non-personnel expense is at 24.4% of the budget due to payment for legal services.
11. Vision insurance is at 21.3% of the budget because the September premium payment was included in the August reporting period.
12. Life insurance is at 19.5% of the budget due to a temporary increase in the August premium which staff is researching. The September payment returned to the budgeted level.
13. Workers' comp expense is at 19.7% of the budget due to payment of annual fees in July.
14. Absence with pay is at 19.1% of the budget since more vacation time is taken in the summer months. Total payroll is within budget.

5-6.ab

15. Professional/legislative/legal services are at 18.7% of the budget due to arbitration costs in the HR department.
16. Temp help expense is at 111.0% of the budget since budget transfers have not yet been processed for some departments using temp help during position vacancies. Temp help is only funded through budget transfers from the salary account.
17. Outside repair of buildings and equipment is at 21.0% of the budget due to annual payment of software maintenance fees.
18. Outside repair of vehicles is at 19.0% of the budget due to necessary repair of revenue and non-revenue vehicles for both Fleet Maintenance and ParaCruz.
19. Waste disposal/advertising/other services are at 16.8% of the budget due to classified ad costs for recruitments.
20. Paratransit contract transportation expense is at 18.8% of the budget because three monthly payments are reflected in the report.
21. Tires and tubes are at 17.9% of the budget due to high costs in August for both ParaCruz and Fleet Maintenance.
22. Other mobile supplies are at 43.8% of the budget due to high costs in August for Fleet Maintenance.
23. Revenue vehicle parts expense is at 34.5% of the budget because parts are purchased as needed and the cost fluctuates from month to month.
24. Office/computer supplies are at 26.5% of the budget due to volume purchase of IT supplies and replacement monitors.
25. Repair/maintenance supplies are at 17.4% of the budget due to required equipment maintenance.
26. Non-inventory parts are at 19.5% of the budget due to purchases in Facilities Maintenance.
27. Utilities are at 16.8% of the budget due to the inclusion of some June payments in this reporting period.
28. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.

5-6.a7

29. Dues and subscriptions are at 72.1% of the budget due to annual payment of APTA dues.
30. Training is at 101.9% of the budget due to reimbursements for employee tuition and books. This will be addressed in the mid-year budget revision.
31. Leases and rentals are at 17.7% of the budget primarily due to the annual payment to Greyhound for Metro Center parking.

5-6.a8

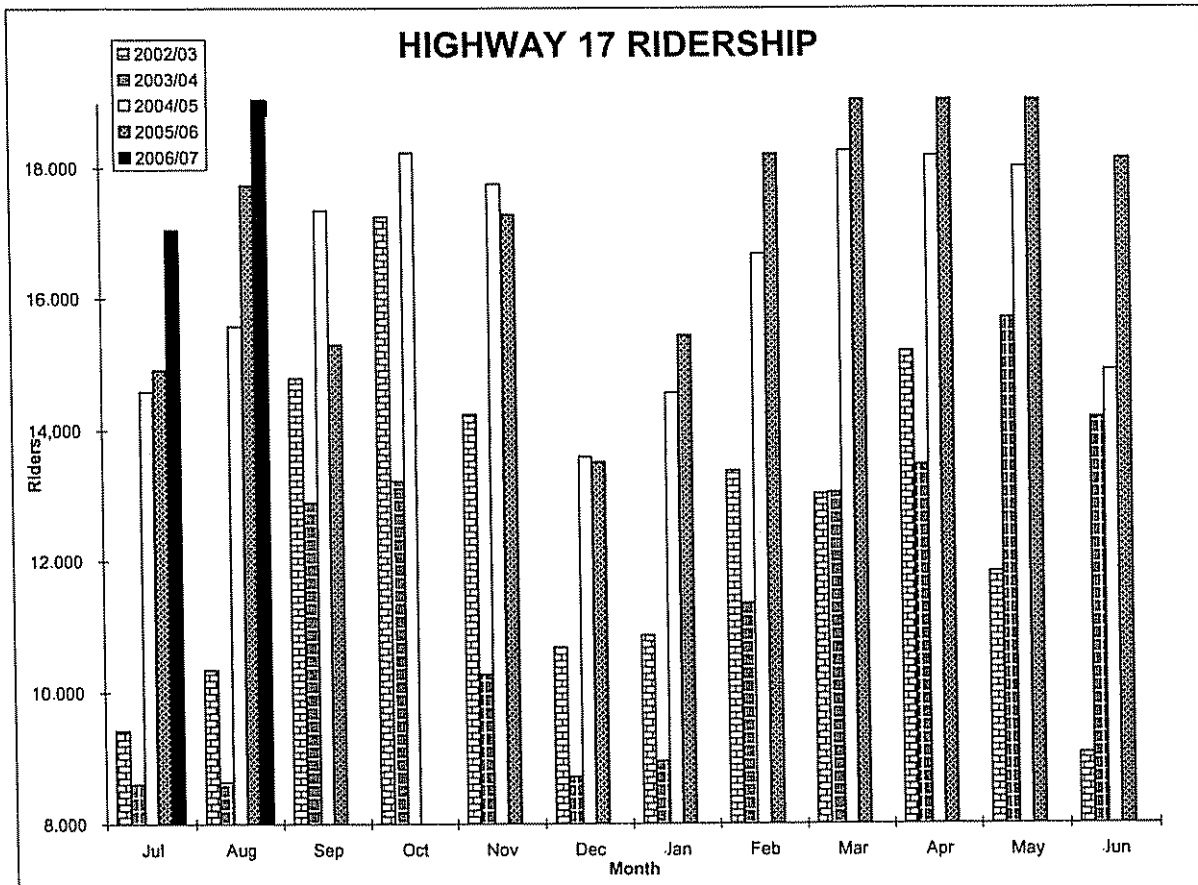
FY 06-07 BUDGET TRANSFERS
OCTOBER 1-31, 2006

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<u>TRANSFER # 07-003</u>			
TRANSFER FROM:	501021-1200	Other Salaries	\$ (13,182)
TRANSFER TO:	503041-1200	Temp Help	\$ 13,182
REASON:	To cover cost of temp help for payables during recruitment process in Finance.		

<u>TRANSFER # 07-004</u>			
TRANSFER FROM:	503352-3200	Equipment Repair-Out	\$ (250)
TRANSFER TO:	504315-3200	Safety Supplies	\$ 250
REASON:	To use correct account for safety supplies in Operations.		

HIGHWAY 17 - AUGUST 2006

	AUGUST			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 141,154	\$ 124,724	13.2%	\$ 270,590	\$ 235,745	14.8%
Farebox	\$ 64,711	\$ 54,439	18.9%	\$ 122,217	\$ 102,213	19.6%
Operating Deficit	\$ 70,649	\$ 64,664	9.3%	\$ 134,953	\$ 119,387	13.0%
Santa Clara Subsidy	\$ 35,324	\$ 32,332	9.3%	\$ 67,476	\$ 59,694	13.0%
METRO Subsidy	\$ 35,324	\$ 32,332	9.3%	\$ 67,476	\$ 59,694	13.0%
San Jose State Subsid	\$ 967	\$ 715	35.2%	\$ 967	\$ 715	35.2%
AMTRAK Subsidy	\$ 4,827	\$ 4,906	(1.6%)	\$ 12,453	\$ 13,429	(7.3%)
STATISTICS						
Passengers	20,260	17,732	14.3%	37,310	32,654	14.3%
Revenue Miles	43,415	43,415	0.0%	83,614	83,614	0.0%
Revenue Hours	1,627	1,627	0.0%	3,136	3,136	0.0%
Passengers/Day	654	572	14.3%	602	527	14.3%
Passengers/Weekday	769	669	15.0%	736	643	14.5%
Passengers/Weekend	321	293	9.4%	297	263	13.0%
PRODUCTIVITY						
Cost/Passenger	\$ 6.97	\$ 7.03	(0.9%)	\$ 7.25	\$ 7.22	0.5%
Revenue/Passenger	\$ 3.19	\$ 3.07	4.0%	\$ 3.28	\$ 3.13	4.6%
Subsidy/Passenger	\$ 3.53	\$ 3.69	(4.1%)	\$ 3.64	\$ 3.68	(1.0%)
Passengers/Mile	0.47	0.41	14.3%	0.45	0.39	14.3%
Passengers/Hour	12.45	10.90	14.3%	11.90	10.41	14.3%
Recovery Ratio	45.8%	43.6%	5.0%	45.2%	43.4%	4.2%



5-7.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Regulations regarding lunch and rest breaks became effective August 1, 2005.
- Operating Statistics and customer feedback information reported are for the month of August 2006.
- Improvement is demonstrable in multiple categories. The category "excessively late/missed trips" requires further review.

III. DISCUSSION

METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.

METRO began direct operation of ADA paratransit service (METRO ParaCruz) beginning November 1, 2004. This service had been delivered under contract since 1992.

New regulations requiring meal periods became effective August 1, 2005. This presented new scheduling challenges resulting in decreased driver productivity and increased use of supplemental service providers.

5-8.1

During the month of August, fourteen (14) service complaints and five (5) compliments were received. Six (6) of the complaints was found to be "not valid". Four (4) of the valid complaints was related to vehicles running late. Two (2) complaints were related to booking errors. One (1) complaint was related to driver attitude. One (1) complaint was related to office staff.

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through August

	Aug 05	Aug 06	Fiscal 06 YTD	Fiscal 07 YTD
Requested	7766	7747	15302	15058
Performed	6797	7110	13435	13793
Cancel	18.99%	17.45%	19.27%	18.00%
No Shows	4.75%	3.01	4.46%	2.66%
Total miles	56074	50231	107818	98212
Av trip miles	5.95	5.23	5.90	5.19
Within ready window	92.01%	90.34%	91.14%	90.10%
Excessively late/missed trips	12	24	21	37
Call center volume	6719	6351	12882	12189
Call average seconds to answer	29	22	32.5	23
Hold times less than 2 minutes	90%	96%	89%	96%
Distinct riders	796	752	1015	971
Most frequent rider	47	54	98	101
Shared rides	58.3%	66.1%	56.9%	66.7%
Passengers per rev hour	1.42	1.60	1.54	1.61
Rides by supplemental providers	8.58%	5.23%	7.17%	5.59%
SCT cost per ride	22.23	22.85	22.51	22.50
ParaCruz driver cost per ride (estimated)	24.87	24.95	24.23	24.61
Rides < 10 miles	82.85%	80.39%	82.08%	81.43%
Rides > 10	17.15%	19.61%	17.92%	18.57%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-8.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 20, 2006
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

This report is for information purposes only. No action is required

II. SUMMARY OF ISSUES

- Student trips for September 2006 increased by 89.4% versus September 2005.
- Faculty / staff trips for September 2006 increased by 14.4% versus September 2005.
- Revenue received from UCSC for September 2006 was \$152,290 versus \$93,415 for September 2005, an increase of 82.8%.

September	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> – Faculty / Staff
2006	157,199	18,391	12,380.1	834.5
2005	82,986	16,076	7,785.9	839.4
Monthly Increase-(Decrease)	89.4%	14.4%	59.0%	(0.6%)

UTU was on strike from September 27-30, 2005

III. DISCUSSION

UCSC Fall instruction began on September 21, 2006. A summary of the results for September 2006 is:

- Student billable trips for September 2006 were 157,199 vs. 82,986 for September 2005, an increase of 89.4%.
- Faculty / Staff billable trips for September 2006 were 18,391 vs. 16,076 for September 2005, an increase of 14.4%.
- Average student billable trips per school term day for September 2006 were 12,380.1 vs. 7,785.9 for September 2005, an increase of 59.0%.
- Average Faculty / Staff billable trips *per weekday* for September 2006 were 834.5 vs. 839.4 for September 2005, a decrease of (0.6%).

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IV. FINANCIAL CONSIDERATIONS

NONE

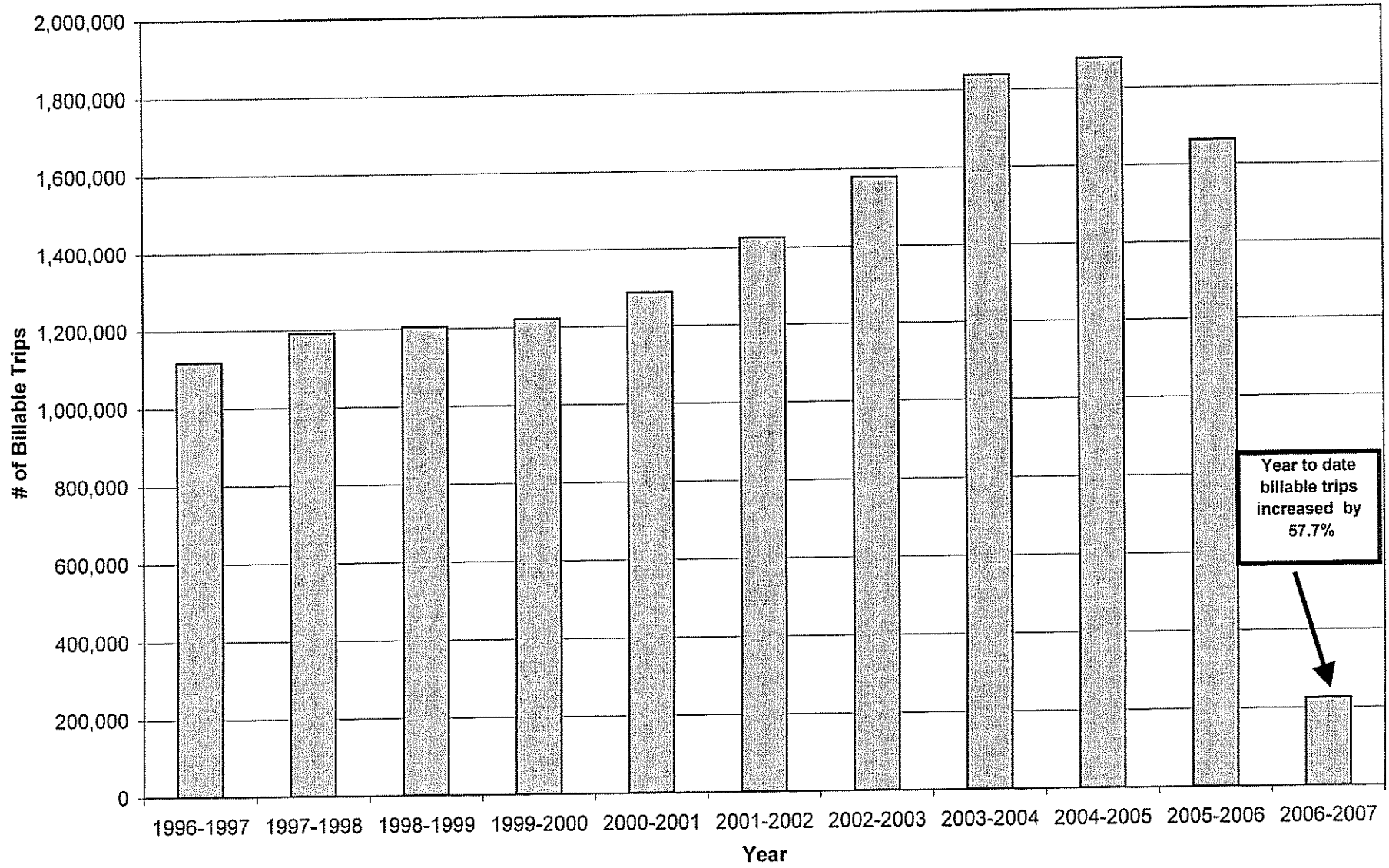
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-9.2

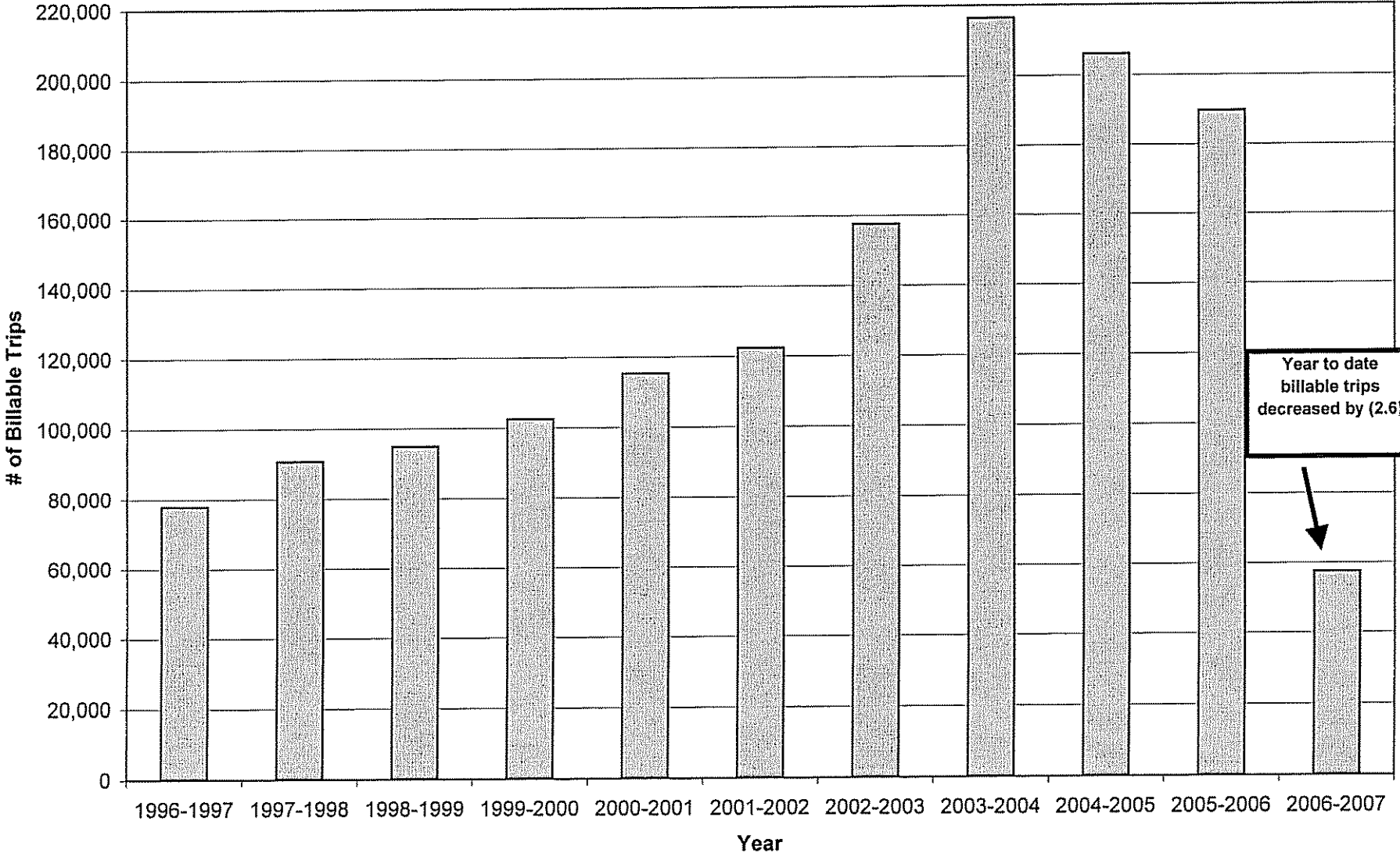
UCSC Student Billable Trips



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Attachment A

UCSC Faculty / Staff Billable Trips



5-9.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

The Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the September 7, 2006 Regular SCCRTC Meeting
Attachment B: Minutes of the September 21, 2006 Transportation Policy Workshop

5-10.1

CONSENT AGENDA Wormhoudt/Reilly

4. Approved Draft Minutes of the August 3, 2006 Regular SCCRTC Meeting

POLICY

5. Approved Staff Recommendations Regarding FY 06-07 Disadvantaged Business Enterprise (DBE) Program

PROJECTS and PLANNING

6. Accepted Status Update Regarding the Santa Cruz Branch Rail Line Acquisition Project
7. Accepted Announcement Flyer for Transportation Funding Task Force September 21, 2006 Workshop (enclosed separately)
8. Approve Staff Recommendation Regarding Submitting a SAFETEA-LU Federal Funding Grant for a Required Coordinated Human Services Transportation Plan - Moved to Item 33.1
9. Accepted Information on FY 06-07 AB2766 Grants Awarded by the Monterey Bay Unified Air Pollution Control District

COMMISSION BUDGET AND EXPENDITURES

10. Approved Staff Recommendation Regarding Contract Amendment with the PDM Group, Highway 1 Project Consultant (Resolution 05-07)
11. Approved Staff Recommendation Regarding Highway 1 HOV Lane Project Open House Meetings and Expenditures (Resolution 06-07)
12. Approved Staff Recommendations Regarding Use of Rental Cars for Business Travel Needs After RTC Autonomy (Resolution 07-07)

ADMINISTRATION

13. Approved Staff Recommendations Regarding CalPERS Retirement Final Resolution Authorizing a Contract for RTC Autonomy (Resolution 08-07)

5-10.a2

COMMITTEE MINUTES

14. Accepted Draft Minutes of the August 8, 2006 Elderly and Disabled Transportation Advisory Committee Meeting
15. Accepted Draft Minutes of the August 17, 2006 Budget & Administration / Personnel Committee Meeting
16. Accepted Draft Minutes of the August 17, 2006 Interagency Technical Advisory Committee Meeting
17. Accepted Draft Minutes of the August 21, 2006 Rail Acquisition Committee Meeting

INFORMATION/OTHER

18. Accepted Monthly Meeting Schedule
19. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter Regarding Negative Declaration for the Capitola Beach Villas
20. Accepted Correspondence Log
21. Accepted Letters from SCCRTC Committees and Staff to Other Agencies - None
22. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
23. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
24. Accepted Information Items
 - a. Letter from the Santa Cruz Metro Transit District Responding to Commissioner Inquiries Raised at the August 3, 2006 RTC Meeting
 - b. "Getting on the Bus: Public Transportation and Environmental Justice in Santa Cruz County" Report Summary
 - c. Correspondence Regarding Highway 1/17 Merge Lanes Project Soundwall
 - d. Correspondence Regarding Bus Stops on State Route 152 in the City of Watsonville
 - e. Amtrak Capitol Corridor Service Increase News Release and Schedules

5-10.a3

- f. Memo from Bike Smart! and 2005 Annual Report
- g. "Caltrain's Pajaro Extension Chugs Along" - August 25, 2006 Article in the Santa Cruz Sentinel
- h. "Clearing Air on California's Success in Pollution Fight" - August 6, 2006 Article in the Sacramento Bee

24.1 Approved RTC Autonomy - Establishing an Account with the State of California's CAL-Card Credit Card Program (Resolution 09-07)

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No consent items

REGULAR AGENDA

25. Commissioner Reports - None

26. Director's Report

Executive Director George Dondero announced the upcoming seminar "Transportation Funding 101" to be held September 21 at the Live Oak Senior Center, saying that the seminar will be a hands-on interactive approach to learning about the various sources of transportation funding.

Mr. Dondero also announced the Highway 1 HOV Lanes Project Open Houses scheduled for late September.

27. Caltrans Report

Caltrans District 5 Interim Assistant Director David Fapp summarized the Highway 1/17 Project update saying that improvements at the Northbound Morrissey off ramp were completed and a STOP sign was installed at the Rooney/Morrissey intersection. Mr. Fapp said that soundwall construction was on schedule and that the design for a retaining wall between the frontage road on North Plymouth Street and the freeway was redesigned at a savings of about \$300,000. Mr. Fapp said that web cameras will be operational in September to allow web users to view real-time traffic at the Highway 1/17 interchange.

Commissioner Stone thanked Caltrans for agreeing to enhance the crosswalk in front of the New Leaf Market on Highway 9 and make it more visible and the sidewalk safer.

5-10.94

Dave Eselius said the fishhook merge is dangerous and would like to see brush clearing and lighting at night to increase visibility.

Commissioner Reilly said that she received a request from a constituent asking if jake brakes were allowed in the City of Santa Cruz. Ms. Reilly said that trucks using jake brakes make a lot of noise when they enter the city along Ocean Street from Highway 17. She asked who had jurisdiction over the use of jake brakes in that area.

Mr. Fapp said that he had not heard of any other complaints regarding Highway 17 and that addressing the issue would involve a joint effort between the County and Caltrans. He added that since jake brakes are supposed to be used for emergencies, trucks could be traveling at excessive speeds and that the California Highway Patrol may be needed for enforcement. Mr. Fapp said that he would provide Commissioner Reilly with examples of what other areas are doing regarding jake brakes.

28. Highway 1 Projects Update & Quarterly Progress Report on the Highway 1 HOV & Auxiliary Lane Projects - Oral Presentation by Chris Metzger, Nolte & Associates

Chris Metzger, Nolte & Associates, gave a PowerPoint presentation updating the Commission on the progress made in the engineering, environmental and public outreach aspects of the project. He indicated where additional auxiliary lanes were being considered.

Commissioner Pirie asked that Nolte provide one graph per page so that they can be easily read.

Commissioner Reilly asked if the AMBAG model assumes UCSC enrollment at 15,000. Mr. Metzger said that the model is based on upfront work that corresponds to the AMBAG region, including existing adopted plans.

Responding to a question from Commissioner Reilly regarding costs for optimal improvements exceeding what will be available to fund the project, Mr. Metzger said that the Commission can use this information to determine the best benefit to be had within the budgetary constraints and also to prioritize according to purpose and need. He said that having the data would allow for additions to the project to be added sequentially. Mr. Metzger noted that the cost

5-10.95

estimate table was modified, moving from construction costs only to project costs, and updated to reflect the changes.

Commissioners discussed elements of the reduced geometry alternative and the demographics assumed in the growth analysis.

Commissioner Keogh asked about the percentage of growth included in the travel model and where it is located. Mr. Metzger said he will have to get back to the Commission with these numbers but that the major growth is taking place in the southern portion of the project area. He also said that general plan growth is not always reflected in political decision making.

Commissioner Norton said he thought the projections for increased freeway speed in the build alternatives were too optimistic. Mr. Metzger responded that the key to increased traffic flow is ramp metering and that analyzing intersections is currently in process.

Commissioners discussed the trade off of being delayed on the freeway with the delays built into waiting to get on the freeway and asked if this time was factored into projections for total trip times. It was noted that there is some ability to adjust total delay time by adjusting ramp metering, but that increased number of trips will increase total delay time.

Bill Comfort asked for clarification that the total delay measurement is actually the delay of all vehicles and that since there will be more vehicles, there will be an increase to the total delay time, but that individual vehicle delay will be less. Mr. Metzger agreed saying that the ratio of total delay to total freeway trips should be considered.

Dave Eselius said that the starting assumptions should be stated. He said that he wanted to see what the occupancy rate of the proposed HOV lane would be, saying that an additional lane is needed on the freeway but not if it isn't going to be used. He asked for more information regarding impacts to auxiliary streets and said that the Commission should apply to have projects included in the bond proposed by the Governor which will come before the voters in November.

5-10.a6

Don Hoernschemeyer also asked that the starting assumptions be stated.

29. Federal Legislative Update - Oral Presentation by Carolyn Chaney, RTC's Federal Assistant

SCCRTC Federal Assistant Carolyn Chaney highlighted the funding issues of potential interest to the Santa Cruz Region, including the FY 2007 Department of Transportation Budget, reduced appropriations to the new Small Starts Program and former Secretary of Transportation Norm Mineta's "National Strategy to Reduce Congestion on America's Transportation Network." Ms. Chaney also touched on the on-going debate regarding Amtrak funding and the administration's proposals to privatize the railroad.

Ms. Chaney said that the donor-donoree formula for recouping federal gas tax money is becoming more favorable to California and that there are funding increases all across the board from last year, although appropriations bills will probably be postponed until after the elections. She added that changes in the House and Senate could postpone appropriations even further, so that even though there are budgetary increases, the RTC may still have to work with FY06 funding levels.

Ms. Chaney also warned that because consumers are using less gas than in the past, there could be a huge shortfall in predicted revenues.

Commissioner Keogh thanked Ms. Chaney for her presentation and said that he thought the Commission was being well represented by her in Washington.

30. RTC Autonomy - Liability, Property & Commercial Crime Insurance Coverage

Senior Planner Tegan Speiser presented the Commission with a summary of the Commission's various insurance needs and a comparison of costs between insurance proposals which were reviewed by the Budget and Administration/Personnel Committee, SCCRTC consultant Bob Scott, County Risk Management and staff.

Commissioner Wormhoudt moved and Commissioner Campos seconded to approve the Budget and Administration/Personnel

5-10.a7

Committee and staff recommendations that the Santa Cruz County Regional Transportation Commission:

1. Approve the purchase of property, liability and commercial crime insurance policies as proposed by insurance broker Driver Alliant Insurance Services and authorize the Executive Director to expend funds not to exceed \$20,000 for this purpose.

The motion passed unanimously.

31. RTC Autonomy - Resolutions for Employee Medical Insurance

Senior Planner Tegan Speiser briefly reviewed the CalPERS Health Benefits Program that had been presented to the Commission at the June 29th Transportation Policy Workshop. Ms. Speiser noted that the Commission agreed to contribute to the cost of health premiums at the same levels established by the current County Memoranda of Understanding (MOUs).

She noted a typographical error regarding the date on one of the resolutions and that it would be corrected prior to signature by the Chair.

Commissioner Wormhoudt moved and Commissioner Reilly seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Adopt resolutions to provide CalPERS Health Benefits to RTC employees by electing to be subject to the Public Employees' Medical And Hospital Care Act and fixing the employer's contribution for employees and the employer's contribution for annuitants at different amounts; and
2. Direct staff to conduct the necessary enrollments and implement the CalPERS Health Benefit Program as part of the RTC's employee benefit package.

The motion (Resolutions 10-07, 11-07) passed with Commissioner Norton voting "no".

32. RTC Autonomy - Human Resources Policies and Employee/Employer Relations Resolutions

Senior Planner Tegan Speiser said that the Budget and Administration/Personnel Committee had seen the policies twice and that changes were noted in underline/strikeout

format. She said that staff worked to eliminate duplication in the Memorandum of Understanding (MOU) and Human Resources policies and that the policies were reviewed by outside legal counsel and by the employee representation units SEIU Local 415 and the County Mid-Management Association through the meet and confer process.

Commissioner Reilly moved and Commissioner Wormhoudt seconded to approve the Budget and Administration/Personnel Committee and staff recommendations that the Santa Cruz County Regional Transportation Commission:

1. Adopt resolutions approving the new RTC Human Resources Policies and RTC Employee/ Employer Relations Resolution with an effective date of October 21, 2006 for both documents;
2. Direct staff to incorporate both of these documents into an RTC Policies and Procedures Manual for the post-autonomy organization; and
3. Direct staff to develop the procedures and forms required to implement the new RTC Human Resources Policies.

The motion (Resolutions 12-07, 13-07) passed unanimously and Commissioner Wormhoudt congratulated staff and everyone else who participated in the development of the policies and employee/employer relations resolution.

33. *RTC Autonomy - Adoption of RTC Administrative and Fiscal Policies*

Senior Planner Tegan Speiser said that this item was also necessary for autonomy and was developed to meet the needs of a small agency like the RTC and to reflect existing RTC policies. She said that the limit for expenditures which could be approved by the Executive Director had been raised from \$2,500 to \$15,000 which is consistent with other department heads and executive of other special districts. In addition, the RTC will remain open between noon and 1:00 p.m.

Commissioner Wormhoudt moved and Commissioner Reilly seconded to approve the Budget and Administration/Personnel Committee and staff recommendations that the Santa Cruz County Regional Transportation Commission:

1. Approve a resolution adopting the *RTC Administrative and Fiscal Policies* with an effective date of October 21, 2006.

The motion (Resolution 14-07) passed unanimously.

- 33.1 Approve Staff Recommendation Regarding Submitting a SAFETEA-LU Federal Funding Grant for a Required Coordinated Human Services Transportation Plan - Formerly Item 8

Senior Planner Karena Pushnik explained that the RTC recently received information regarding the application process for Section 5311 funds and possible changes in use requirements which could limit the projects eligible for funding. Ms. Pushnik said that allocations for funding will be determined by a Coordinated Public Transit-Human Services Transportation Plan. She said that usually a grant application by the RTC would come before the Commission for approval prior to submittal, but that AMBAG submitted funding applications on behalf of Santa Cruz, Monterey and San Benito counties in order to comply with the August 15th deadline.

In addition, Caltrans informed staff that there may be additional funding sources available for at least some of the staff time and costs to develop the plan.

Commissioner Wormhoudt moved and Commissioner Campos seconded to approve staff recommendations that the Regional Transportation Commission:

1. Retroactively approve the submitted application for Section 5311 funds under SAFETEA-LU to develop the required Coordinated Public Transit-Human Services Transportation Plan.
2. Authorize the Executive Director to submit other grant applications for funds that may be used for the development of the Coordinated Public Transit Human Services Transportation Plan.

The motion passed unanimously.

It was announced that Item 34 was removed from Closed Session as there was no further need for discussion.

The Commission adjourned into Closed Session at 11:10 a.m.

5-10.a10

CLOSED SESSION

34. Conference with Labor Negotiators Pursuant to Government Code 54957.6 - Removed from Agenda

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

35. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

The Commission reconvened into Open Session at 11.58 a.m.

36. Next Meetings/Adjournment

The meeting adjourned at 12 noon.

The next Transportation Policy Workshop is scheduled for Thursday, September 21, 2006 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, October 5, 2006 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

5-10.911

ATTENDEES

Fred Keeley	Transportation Funding Task Force Convener
Sandra Coley	Pajaro Valley TMA
Eric Grabiell	Transportation Funding Task Force
Les White	SCMTD
Donna Ziel	Alternate for Commissioner Stone
Dave Eselius	
Mark Dettle	City of Santa Cruz Public Works
Lee Otter	Coastal Commission
Cliff Walters	Sierra Railroad
Paul Elerick	CFST
Bill Comfort	
Bob Yount	
Don Hoernschemeyer	

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Attachment **B**

Santa Cruz County Regional Transportation Commission (SCCRTC)

REGIONAL TRANSPORTATION COMMISSION
Transportation Policy Workshop

MINUTES

Thursday, September 21, 2006

9:00 am

SCCRTC Conference Room

Santa Cruz, CA 95060

Members Present:	Cliff Barrett (Alt.)	Ellen Pirie
	Jan Beautz	Emily Reilly
	Gustavo Gonzalez (Alt.)	Pat Spence
	Mike Keogh	Mark Stone
	David Koch (Alt.)	Marcela Tavantzis
	David Kapp (ex-officio)	Mardi Wormhoudt

Member Absent: Dennis Norton

1. Introductions

Self introductions were made.

2. Oral Communications

Commissioner Spence read a letter to Mike Rotkin saying that she resigned as the Metro representative to the Transportation Funding Task Force because of inaccessible facilities.

Chair Pirie asked that the issue be addressed on the next Regional Transportation Commission agenda.

Executive Director George Dondero said that there was a good turnout at the Highway 1 HOV Lanes Project open house the night before and noted that the Transportation Funding 101 meeting would be held tonight.

Mr. Dondero also announced that Administrative Services Officer Leslie Haynes resigned.

3. Additions/Deletions to the Agenda

Consent Agenda (Wormhoudt/Reilly)

4. Accepted Staff Recommendation Regarding Hwy 1 HOV Lane Open House Meetings Announcement and Invitation to Participate

5-10.61

5. Approved Budget and Administration/Personnel Committee and Staff Recommendations Regarding FY06/07 Budget Amendment for Carryover of FY05/06 Regional Surface Transportation Program Exchange (RSTPX) Funds (Resolution 15-07)
6. Received Legislative Bulletin from California Association of Councils of Governments
7. Approved Staff Recommendations Regarding RTC Autonomy – Employee Benefit Insurances and Deferred Compensation Plan (Resolutions 16-07, 17-07)
8. Approve Staff Recommendation Regarding RTC Autonomy – Legal Services (Resolution 18-07)
9. Approved Staff Recommendation Regarding RTC Autonomy – Section 125 Pre-Tax Employee Benefit Plans (Resolution 19-07)

Regular Agenda

10. Monterey Bay Region Blueprinting Grant

Executive Director George Dondero made a brief report and said that participation in the grant process, as requested by Association of Monterey Bay Area Governments (AMBAG) is voluntary. He expressed concern about the lack of detail in the scope of work and the level of effort expected of Commission staff, and introduced Todd Muck of AMBAG.

Mr. Muck gave an overview of AMBAG's application for a Caltrans grant to fund development of a Regional Blueprint Plan to coordinate land use and transportation planning in Santa Cruz, Monterey and San Benito counties and its request for a letter of support from the Commission for the endeavor. He said that the regional blueprint development process would include updating population, employment and housing forecasts for the regional housing needs allocation and updating the travel demand model. He added that AMBAG is asking for in-kind contributions of staff time from all of the agencies and local jurisdictions affected.

Commissioners expressed serious concerns regarding the process and results of past population and housing forecast updates and the allocation of regional housing needs. Commissioners were also seriously concerned with the past updates of the travel demand model including delays and AMBAG's oversight. In addition, Commissioners were concerned about the use of staff time and the benefit that the Regional Transportation Commission would receive from participating. It was noted that past experience with AMBAG computer models were problematic.

Commissioner Beautz noted that it concerned her that the oral presentation at the AMBAG meeting differed from the written presentation to AMBAG and today's staff presentation.

Mr. Muck said that in addition to updating the travel model, the point of the blueprint plan is to create better coordination between transportation and housing development by using the housing model in conjunction with the travel model to see how changes in travel would be

5-10.62

affected by changes in housing. He acknowledged that the regional housing needs forecast is a contentious issue. He reiterated that participation is voluntary but noted that the information could be used for general plan updates.

Commissioners expressed concerns with efforts by Metropolitan Planning Organizations (MPOs) to link funding to the Regional Blueprint Plans.

Commissioner Wormhoudt, noting that there was very little enthusiasm from Commissioners to participate, moved to decline the AMBAG request to provide a letter of support for the grant application to develop a Regional Blueprint Plan, not participate in the blueprint plan development process and direct staff to keep the Commission informed on the progress of the effort. Commissioner Stone seconded.

Commissioners noted that it may be necessary to participate at least on part of the process for self preservation and that at a later date the RTC could decide to participate.

Executive Director George Dondero said that no matter what is decided regarding the letter of support, he is very interested in traffic modeling and wants it produced in a timely fashion and to see that it reflects the general plans of the local jurisdictions and would be involved anyway.

The motion failed with Commissioners Tavantzis, Keogh, Pirie, Spence and Commission Alternates Gonzalez and Koch voting "no".

Bill Comfort noted that the "in kind" contributions of staff time divided by the twenty agencies involved amounted to about \$5000 each and was not a significant expense.

Commission Alternate Koch moved to send a letter of support without obligating staff time. Commissioner Keogh seconded.

Commissioner Beautz asked for clarification that staff would not be obligated to participate in the workshops. Mr. Muck confirmed it was absolutely voluntary.

Commissioner Wormhoudt said it was appalling that the state spends so much money on things that are not useful and undermines local control.

The motion passed with Commissioners Tavantzis, Keogh, Pirie, Spence and Commission Alternates Gonzalez and Koch voting "yes".

11. Transportation Management Associations' Funding

Executive Director George Dondero introduced the item noting that Commissioner Spence had asked what funding could replace Congestion Mitigation and Air Quality (CMAQ) funding for the Transportation Management Associations (TMA).

Senior Planners Cory Caletti and Rachel Moriconi presented the staff report. The staff report

5-10.63

included historical information, current TMA activities and funding, potential funding sources and noted that there are not enough funds for capital improvements and that it is necessary to use our funds effectively and increase the efficiency of the current systems.

Commissioner Spence said that participants in the Transportation Funding Task Force workshop put a lot of emphasis on alternative transportation modes and she thought the Transportation Management Agencies could fall under the Commute Solutions umbrella.

Commissioners discussed the cost/benefit ratio for these programs, annual reports submitted by the TMA's, and private sector participation.

Virginia Johnson, Santa Cruz Transportation Management Agency (SCATMA), gave an overview of the membership of the agency and said that 75% of the members are large employers. She said the SCATMA actively recruits people to use alternatives and gives incentives to do so. She said the current budget is \$280,000 and that less than 24% comes from former CMAQ funds, but that without this basic level of support it is difficult to leverage private funds.

Sandra Coley, Pajaro Valley Transportation Management Agency, said that in addition to the programs that they sponsor, they work closely with the RTC and distribute thousands of pieces of material for the Commission. She said that the Chamber of Commerce provides a huge local match and that they perform a lot of outreach to the Hispanic community. She noted their "Vamanos" website and said they do a lot of work with seniors and youth, including the high school oriented program "Going Places, Making Choices".

Executive Director George Dondero said that Commission staff can meet with the two agencies and will bring back more information on how programs have been working.

Commissioner Stone moved and Commissioner Wormhoudt seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Receive information regarding funding sources that potentially could be used to fund the Santa Cruz Area Transportation Management Association (SCATMA) and the Pajaro Valley Transportation Management Association (PVTMA);
2. Reconfirm the existing RTC process for distributing new funds as they become available to the region – Program new funds as part of competitive process and/or the annual budget adoption, considering the transportation funding needs in the community collectively; and
3. Clarify Transportation Demand Management (TDM) expectations/goals for the Commission's Commute Solutions program and other TDM programs funded by the Commission. Direct staff to analyze the Transportation Demand Management needs, strategies, and services in the region and how best to coordinate and implement TDM programs.

The motion passed unanimously.

5-10.64

Closed Session (Removed from Agenda)

12. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

Open Session

13. Next Meetings / Adjournment

The meeting adjourned at 11:15 a.m.

The next regular RTC meeting will be held **Thursday, October 5, 2006 at 9:00 a.m.** at the County Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA.

The next Transportation Policy Workshop will be held **Thursday, October 19, 2006 at 9:00 a.m.** at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Todd Muck	AMBAG
Les White	SCMTD
Piet Canin	Bike to Work
Sandra Coley	PVTMA
Virginia Jonson	SCTMA
Genevieve Bookwalter	<i>Sentinel</i>
Hill Comfort	
Donna Ziel	Alternate to Mark Stone
Bob Yount	

5-10.b5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Status Report.

II. SUMMARY OF ISSUES

- Service Building work
 - On October 15, 2006, outfall construction work requiring DFG Agreement was completed.
 - Service Building Construction working on building structure.
 - Caltrans Encroachment Permit process near completion for approval.
- Maintenance Building
 - On October 17, 2006, METRO received two bids for the Invitation For Bid 06-01 for the Maintenance Building.
 - On October 27, 2006, METRO awarded IFB 06-01 to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.

III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. Concrete work for foundation floor and flooring for facility has been completed. Current work are columns, and walls for the building.

On September 15, 2006, METRO received Department of Fish & Game (DFG) executed agreement with the understanding that work would commence immediately upon receipt of agreement. On October 2, 2006, Arntz Builders commenced work on outfall structure. On October 15, 2006, work was completed.

On March 13, 2006, State of California Department of Transportation(Caltrans) issued Potholing permit, one of two permits applied for by METRO/Arntz Builders. The second permit is an encroachment permit for work on Highway 9 to connect to water storm drain and other utilities. Encroachment Permit review process is in the final stages and a permit will be issued shortly after the final review.

On August 8, 2006, Notice for Bid 06-01 MetroBase Maintenance Building and Related Site Work was sent out to all interested bidders and Builders Exchanges. On August 22, 2006,

5-11.1

Invitation For Bid became available at Watsonville Blueprint. Pre-Bid Conference was held on September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. On October 17, 2006 METRO received two bids. On October 27, 2006, METRO brought to the Board of Directors meeting a bid of \$15,195,000 from West Bay Builders. West Bay Builders will be the general contractor for MetroBase IFB 06-01 Maintenance Building.

New updates for the MetroBase Project can be viewed at <http://www.scmtd.com/metrobase> Information on the project, contact information, and MetroBase Hotline number (831) 621-9568 can be viewed on the website.

New updates on the MetroBase Project:

- Caltrans Encroachment Permit process in final stages for approval
- Constructing the walls for the Service Building
- Completion of outfall work per DFG Agreements
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.

Previous information regarding the MetroBase Project:

A. Service & Fueling Building (IFB 05-12)

- Department of Fish&Game approved work on outfall construction completed.
- Concrete work for floor foundation area complete.
- Concrete work for LNG pad and containment area completed.
- Change Order #2 and #3 approved.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders trailer and containers installed adjacent to 1122 River Street
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- Weekly Construction Meetings

B. Maintenance Building (IFB 06-01)

- Invitation For Bid 06-01 available at Watsonville BluePrint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm.
- Construction schedule set to 32 months
- RNL contract modified for added Maintenance Building scope
- RNL began working on the Maintenance Building portion of the MetroBase project.
- Harris & Associates contract modified for added Maintenance Building scope.

5-11.2

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Service & Fueling Building Component of the MetroBase Project are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: November 10, 2006

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Action Taken In Closed Session Regarding The Following Claim:
Settlement with Scott Takehana

Settlement with Scott Takehana

On July 28, 2006 in closed session the Board of Directors authorized a full and final settlement in the amount of \$57,500.00 for various workers' compensation claims filed by Scott Takehana. Motioned by Director Keogh, Seconded by Director Tavantzis, the following directors authorized the settlement: Beautz, Bustichi, Hinkle, Keogh, Nicol, Reilly, Rotkin, Skillicorn, Spence, Stone and Tavantzis. Pursuant to this direction, all Mr. Takehana's claims were settled by way of Compromise and Releases and all files have been closed.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH SHAW/YODER, INC. FOR STATE LEGISLATIVE SERVICES.

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Shaw/Yoder, Inc. for State Legislative Services in an amount not to exceed \$30,000.

II. SUMMARY OF ISSUES

- The District has a contract with Shaw/Yoder, Inc. for the State Legislative Services.
- The Board of Directors approved the current contract on December 16, 2005 for a term of one year with four options for renewal for one-year each.
- Shaw/Yoder, Inc. has effectively represented the District in Sacramento over the course of the past year and therefore, a contract extension is recommended.

III. DISCUSSION

The District has utilized the services of a professional firm for legislative representation at the state level for ten years. On December 16, 2005, the Board of Directors authorized the General Manager to execute a one-year contract with the option of four (4) one-year extensions with Shaw/Yoder, Inc. for professional legislative services.

The selection of Shaw/Yoder, Inc. was the result of a Request for Proposal (RFP) process that was issued on October 27, 2005 and sent to sixteen firms. An evaluation committee screened the top two firms and recommended the selection of Shaw/Yoder, Inc. to represent the District.

Over the past year, Shaw/Yoder, Inc. has done an excellent job representing the interests of the District at the state level. Shaw/Yoder, Inc. has been effective in maintaining open lines of communication with members of the Assembly and the Senate as well as the Office of the Governor. District staff recommends that the District exercise the option for a one-year extension with Shaw/Yoder, Inc. for an amount not to exceed \$30,000. Staff further recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on behalf of the District.

5-13.1

IV. FINANCIAL CONSIDERATIONS

Funds are included in the 2006-07 budget necessary to support this contract.

V. ATTACHMENTS

Attachment A: Letter from Shaw/Yoder, Inc.

Attachment B: Contract Amendment with Shaw/Yoder, Inc.

5-13.2



SHAW / YODER, *inc.*
LEGISLATIVE ADVOCACY
ASSOCIATION MANAGEMENT

October 30, 2006

Lloyd Longnecker
Purchasing Agent
Santa Cruz Metropolitan Transit District
110 Vernon Street, Suite B
Santa Cruz CA 95060

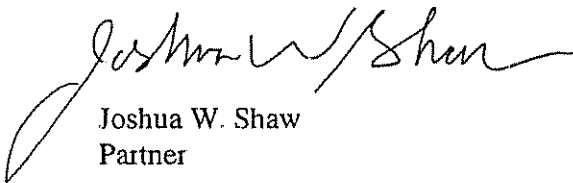
RE: CONTRACT FOR STATE LEGISLATIVE SERVICES (05-08)

Dear Mr. Longnecker:

I am pleased to accept and agree to the offer from the District to extend our contract for state legislative services for one more year, from January 1, 2007 to December 31, 2007. I further understand and agree that this extension will be pursuant to the same terms, conditions and reimbursement as defined in the current contract. I propose no modifications to the original contract.

We at Shaw / Yoder, Inc. truly appreciate the opportunity to continue serving the District. Please do not hesitate to contact me should you need further information.

Sincerely,



Joshua W. Shaw
Partner

cc: Les White, General Manager, SCMTD
Mark Dorfman, Assistant General Manager, SCMTD
Paul Yoder, Partner, Shaw / Yoder, Inc.
Joan Lancieri, Controller, Shaw / Yoder, Inc.

TEL: 916.446.4656
FAX: 916.446.4318
1415 L STREET, SUITE 200
SACRAMENTO, CA 95814

5-13.21

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 05-08
FOR STATE LEGISLATIVE SERVICES**

This First Amendment to Contract No. 05-08 for State Legislative Services is made effective January 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Shaw/Yoder, Inc. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for State Legislative Services ("Contract") on January 1, 2006.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through December 31, 2007. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

- 3.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

IV. AUTHORITY

- 4.1 Each party has full power to enter into and perform this First Amendment to the Contract and the person signing this First Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this First Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

5-13.61

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
SHAW/YODER, INC.

By _____
Joshua W. Shaw
Partner

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-13.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH FOLGER GRAPHICS FOR THE PRINTING OF HEADWAYS

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Folger Graphics for the printing of *Headways* to extend the term of the contract for one (1) additional year and increase the rate of compensation.

II. SUMMARY OF ISSUES

- The District has a contract (No. 02-12) for the printing of *Headways*.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Folger Graphics has indicated that they are interested in extending the contract one additional year to December 31, 2007 with a price increase as provided in the contract. Price increases are limited to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area (2%).
- It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year and increase the rate of compensation.

III. DISCUSSION

Headways is the District's bus schedule published to provide the community information with current service routes and timetables. The District's current contract with Folger Graphics for the printing of *Headways* is due to expire on December 31, 2006. Folger Graphics has provided good service under this contract. An extension of the contract would be favorable to the District. Section 3.02 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Folger Graphics has also reviewed the contract and has indicated their desire to extend the contract for one additional year with a rate increase limited to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area as provided in the original contract.

5-14.1

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year and allow an increase the rate of compensation.

IV. FINANCIAL CONSIDERATIONS

Annual costs for two production runs of *Headways* will cost approximately \$21,000. These costs are included as part of the Customer Service budget.

V. ATTACHMENTS

- A- Letter from Folger Graphics
- B- Contract Amendment



PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

October 13, 2006

Lloyd Longnecker
Purchasing Agent
Santa Cruz Metropolitan Transit District
110 Vernon Street, Suite B
Santa Cruz, California 95060

Greetings Lloyd:

I hope all is well.

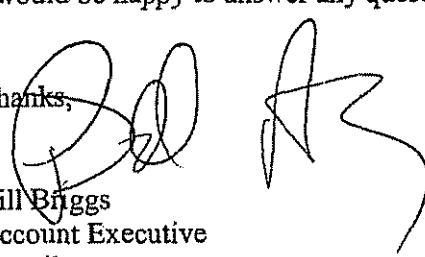
We are in agreement to extend the contract for an additional one-year period

We agree to maintain prices for all jobs delivered in 2006 and with any jobs delivered in 2007 we agree to add 2% to the 2006 prices based upon the Consumer Price Index for the San Francisco-Oakland-San Jose area.

FolgerGraphics, Inc. is now a certified BAY AREA GREEN BUSINESS PROGRAM MEMBER.

I would be happy to answer any questions you may have.

Thanks,



Bill Briggs
Account Executive
E-mail: billbriggs@folgergraphics.com
Office: 510-887-5656x104/ cell: 510-329-0983

2339 Davis Avenue • Hayward, CA 94545-1111 • Phone (510) 887-5656 • Fax (510) 887-5831

<http://www.folgergraphics.com> • e-mail print@folgergraphics.com



5-14.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FOURTH AMENDMENT TO CONTRACT NO. 02-12
FOR PRINTING OF HEADWAYS**

This Fourth Amendment to Contract No. 02-12 for Printing of Headways is made effective January 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Folger Graphics ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for Printing of Headways ("Contract") on January 1, 2003.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor has requested an increase in the rate of compensation as allowed in the contract.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through December 31, 2007. This Contract may be mutually extended by agreement of both parties.

II. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Effective January 1, 2007, the rate of compensation shall be increased 2 %, which is the annual percentage change in the Consumers Price Index for the San Francisco – Oakland – San Jose area.

IV. REMAINING TERMS AND CONDITIONS

- 4.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

V. AUTHORITY

Each party has full power to enter into and perform this Fourth Amendment to the Contract and the person signing this Fourth Amendment on behalf of each has been properly

5-14.61

authorized and empowered to enter into it. Each party further acknowledges that it has read this Fourth Amendment to the Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
FOLGER GRAPHICS

By _____
Linda Torre
Vice President, Administration

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-14.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH CLASSIC GRAPHICS FOR VEHICLE BODY REPAIR AND PAINT SERVICES.

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Classic Graphics for vehicle body repair and paint services to extend the term of the contract for one (1) additional year and increase the rate of compensation.

II. SUMMARY OF ISSUES

- The District has a contract with Classic Graphics for vehicle body repair and paint services.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Classic Graphics has indicated that they are interested in extending the contract an additional year through December 31, 2007 with an increase in the labor rate as provided in the contract. Price increases are limited to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area (2%).

III. DISCUSSION

The District's current contract with Classic Graphics for vehicle body repair and paint services is due to expire on December 31, 2006. Classic Graphics has provided good service under this contract. An extension of the contract would be favorable to the District. Section 3.02 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Classic Graphics has also reviewed the contract and has indicated their desire to extend the contract for one additional year with an increase in the labor rate equal to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area as provided in the original contract (2%).

It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Classic Graphics to extend the contract one (1) additional year and allow an increase the rate of compensation.

5-15.1

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Fleet Maintenance budget for this amendment.

V. ATTACHMENTS

- A- Letter from Classic Graphics
- B- Third Amendment to Contract 02-08

T&J LEWIS, INC.

**CLASSIC
GRAPHICS**
COMPLETE PAINTING & BODY REPAIRS

Attachment **A**

Phone
(510) 744-2190

7969 Enterprise Drive
Newark, California 94560

Fax
(510) 713-8541

October 27, 2006

Mr. Lloyd Longnecker
Purchasing Agent
Santa Cruz Metropolitan Transit District
110 Vernon Street, Ste. B
Santa Cruz, CA 95060

Re: Renewal of Contract for Vehicle Body Repair and Paint Services (02-08)

Dear Mr. Longnecker,

Classic Graphics would be most agreeable to accept, renew and extend our contract with Santa Cruz Metropolitan Transit District for another year.

We would like to modify the contract by changing the labor rate and cost for complete repaints using your accepted method of the Consumer Price Index 2005 increase rate of 2.0.


We propose the following changes which reflect the 2005 CPI 2.0% increase:

Current Labor Rate:	\$46.36	New Labor Rate:	\$47.29
Current 24' Bus	\$2418.00	New Price for 24' Bus	\$2466.00
Current 35' Bus	\$3015.00	New Price for 35' Bus	\$3075.00
Current 40' Bus	\$3289.00	New Price for 40' Bus	\$3355.00

We hope that you will find these changes acceptable, if you have any questions, or comments please contact us at (510) 744-2190 or email to jlewis@classicgraphicsbodyshop.com.

We eagerly look forward to having the opportunity to continue to be of service to Santa Cruz Metropolitan Transit District.

Sincerely,



Tracy S. Lewis
President
T&J LEWIS, INC.
dba CLASSIC GRAPHICS

5-15.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
THIRD AMENDMENT TO CONTRACT FOR
VEHICLE BODY REPAIR AND PAINT SERVICES**

This Third Amendment to the Contract for vehicle body repair and paint services is made effective January 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Classic Graphics ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for vehicle body repair and paint services ("Contract") on January 1, 2003.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor has requested an increase in the labor rate as allowed in the contract.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through December 31, 2006. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Effective January 1, 2007, the rate for labor will be \$47.29 per hour. The cost for complete repaints of 24' buses will be \$2,466.00. The cost for complete repaints of 35' buses will be \$3,075.00. The cost for complete repaints of 40' buses will be \$3,355.00.

IV. REMAINING TERMS AND CONDITIONS

- 4.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

V. AUTHORITY

- 5.1 Each party has full power to enter into and perform this Third Amendment to the Contract and the person signing this Third Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Third Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CLASSIC GRAPHICS

By _____
Tracy S. Lewis
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-15.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEARS

Maria P. Hernandez, Customer Service Representative

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

Carolyn C. Conklin, Bus Operator

THIRTY YEARS

None

6.21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 17, 2006
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR THE PROVISION OF SECURITY SERVICES

I. RECOMMENDED ACTION

Staff is recommending that the Board of Directors authorize the General Manager to enter into a three-year base contract (with 2 option years) with NCLN20, Inc. to provide security services.

II. SUMMARY OF ISSUES

- The District has the need for security services at the Metro Center, Revenue Processing Center, and for farebox vault processing.
- A competitive procurement for security guard services was conducted to solicit proposals from qualified firms with ten (10) firms submitting proposals for the District's review.
- An four-member evaluation committee reviewed and evaluated the proposals received and conducted interviews of each firm.
- The evaluation committee is recommending that a contract be established with NCLN20, Inc. to provide security services.

III. DISCUSSION

On October 2, 2006 District Request for Proposals No. 06-07 was mailed to several firms and was legally advertised. On October 30, 2006, proposals were received and opened from ten (10) firms. These firms are listed and ranked in Attachment A. A four (4) member evaluation committee consisting of: Ciro Aguirre, Manger of Operations; Mary Ferrick, Base Superintendent; Jenna Glasky, Supervisor of Revenue Collection; and Lloyd Longnecker, Purchasing Agent.

The firms were ranked by the committee according to the following evaluation criteria as contained in the Request for Proposals:

<i>Criteria</i>	<i>Points Available</i>
Responsiveness of Proposal to the District's Requirements	10
Proposed Personnel/Training/ Management Team	35

10.1

Experience of Firm	30
Cost of Contract	20
DBE Participation	5
Total Points Available	100

On November 9, 2006, interviews were conducted with the top four ranked firms. NCLN20, Inc. was the highest-ranking firm. References for the top ranking security company were thoroughly checked. The evaluation committee is recommending that a contract be established with NCLN20, Inc. to provide security services.

IV. FINANCIAL CONSIDERATIONS

First year annual costs are estimated at \$313,000. Funding to provide these services through June 30, 2007 are currently in the Board of Directors approved budget for FY 2006-07.

V. ATTACHMENTS

Attachment A: List of security firms that responded and their ranking by the evaluation committee.

Attachment B: Proposed Contract with NCLN20, Inc.

Note: The RFP (or IFB) along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at www.scmttd.com

**Final Ranking of Firms for
Security Guard Services**

Request for Proposals No. 06-07

1. NCLN20, Inc., Concord, CA
2. First Alarm Security & Patrol, Inc., Aptos, CA
3. National Security Services, San Jose, CA
4. ABC Security Services, Inc., Oakland, CA
5. Alanis Security Inc., Miami, FL
6. Securitas Security Services, Inc., Campbell, CA
7. Santa Cruz Peninsula Private Security Corp., Watsonville, CA
8. Enterprise Protective Services, Watsonville, CA
9. U.S. Security Associates, San Jose, CA
10. Panther Protective Services, Watsonville, CA

10.a1

CONTRACT FOR SECURITY GUARD SERVICES (06-07)

THIS CONTRACT is made effective on January 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and NCLN20, Inc. ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Security Guard Services

District has the need for Security Guard Services. In order to obtain these services, the District issued a Request for Proposals, dated October 2, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Security Guard Services and whose principal place of business is 1850 Gateway Blvd., Suite 230, Concord, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Security Guard Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On November 17, 2006 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Security Guard Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated October 2, 2006 including Addendum numbers 1 and 2.

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Security Guard Services, signed by Contractor and dated October 30, 2006.

10.61

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A" and "B". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "B".

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued October 2, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 2, 2006.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed three (3) years and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed

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for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$940,000 maximum amount payable under this contract for the three year period, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

NCLN20, Inc.
1850 Gateway Blvd.
Suite 230
Concord, CA 94520
Attention: Chief of Operations

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7. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
NCLN20, INC.

By _____
Sihaya Jones
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

For Security Guard Services

District RFP No. 06-07

Date Issued: October 2, 2006

Proposal Deadline: 5:00 P.M., October 30, 2006



Contents of this RFP

Part I.	Instructions to Offerors
Part II.	General Information Form
Part III.	Specifications
Part IV.	General Conditions
Part V.	Contract/Agreement
Part VI.	FTA Requirements for Non-Construction Contracts
Part VII.	Protest Procedures

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

Any contract or purchase order entered into as a result of this RFP shall incorporate the RFP and the proposal submitted by successful offeror. In the event of conflict between the proposal and any other contract document, the other contract document shall prevail unless specified otherwise by the District. Telephone or electronic proposals will not be accepted.

4. **LATE PROPOSALS:** Proposals received after the date and time indicated herein shall not be accepted and shall be returned to the Offeror unopened.

Requests for extensions of the proposal closing date or time will not be granted. Offerors mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals before the deadline, as it is the offerors responsibility to ensure that proposals arrive before the closing time.

5. **MULTIPLE PROPOSALS:** An offeror may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be in abbreviated form, using the same format, but providing only the information that differs in any way from the information contained in the master proposal. Master proposals and alternate proposals should be clearly labeled.
6. **PARTIAL PROPOSALS:** No partial proposals shall be accepted.
7. **WITHDRAWAL OR MODIFICATION OF PROPOSALS:** Proposals may not be modified after the time and date proposals are opened. Proposals may be withdrawn by Offeror before proposal opening upon written request of the official who is authorized to act on behalf of the Offeror.
8. **CHANGES TO THE RFP RECOMMENDED BY OFFERORS:** All requests for clarification or modification of the RFP shall be made in writing. Offerors are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to the District and the advantage to the District of the proposed change.
9. **ADDENDA:** Modifications to this RFP shall be made only by written addenda issued to all RFP holders of record. Verbal instructions, interpretations, and changes shall not serve as official expressions of the District, and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by offerors and included in their proposals.
10. **OFFEROR'S PROPOSAL TO THE DISTRICT:** Offerors are expected to thoroughly examine the scope of work and terms and conditions of the RFP. Offerors' terms, conditions, and prices shall constitute a firm offer to the District that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for

proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

11. **SINGLE OFFEROR RESPONSIBILITY:** Single Offeror responsibility is required under this RFP. Each Offeror responding to this RFP must respond to all professional services and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein.
12. **EXPERIENCE AND QUALIFICATIONS:** Offeror may be required upon request of the District to substantiate that Offeror and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.
13. **SUBCONTRACTING:** The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Offeror assumes the following responsibilities: (1) serves as the sole general contractor with the District; (2) assumes full responsibility for the performance of all its subcontractors, joint venturers, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venturer; and, (5) submits copies of all subcontracts and other agreements proposed to document such arrangement.

Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make the District a third-party beneficiary thereunder; (b) grant to the District the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to the District any and all warranties and indemnities provided or offered by the subcontractor or similar party.

14. **EVALUATION CRITERIA AND AWARD OF CONTRACT:** The award of the contract will be made to the responsible Offeror whose proposal is most advantageous to the District. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **DISTRICT'S PREROGATIVE:** The District reserves the right to contract with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit the District to negotiate a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

The District reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

16. **EXECUTION OF CONTRACT:** The final contract shall be executed by the successful offeror and returned to the District Administrative Office no later than ten (10) calendar days after the date of notification of award by the District. All required bonds and insurance certificates shall also be submitted by this deadline. In the event successful offeror does not submit any or all of the aforementioned documents on or before the required deadline, the District may award the contract to another offeror; in such event, District shall have no liability and said party shall have no remedy of any kind against the District.
17. **DISADVANTAGED AND WOMEN'S BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful offeror selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

18. NONDISCRIMINATION: The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability in the consideration for award of contract.

***ADDITIONAL INSTRUCTIONS TO OFFERORS ARE SET FORTH IN
OTHER SECTIONS OF THIS REQUEST FOR PROPOSALS***

Listing of major sub consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)

Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \1 2}
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS _____

 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATON _____
 SOURCE ** _____

This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the proposal non-responsive.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

(Detach from proposal if DBE information is not submitted with proposal.)

- * If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
- ** DBE's must be certified on the date proposals are opened.
- *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

CONTRACTOR DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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TOTAL CLAIMED DBE
PARTICIPATION \$ _____ _____ %

PART III

SPECIFICATIONS FOR SECURITY GUARD SERVICES

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District invites proposals for the provision of security guard services from private security service contractors. The services of a professional firm will be engaged to provide personnel and equipment necessary to provide a program of public safety and security guard services on behalf of transit passengers, District employees, District facilities and activities, and members of the public on District facilities or present at District activities. The successful Contractor will provide complete professional services, maintain continuing cooperation with District personnel, and administer service requirements as directed by the District.

2. AGREEMENT FOR SERVICES

Offeror selected by District, as Contractor under this project shall execute an Agreement with District. Any exclusions or conditions to the execution of said Agreement shall be specified in the Contractor's proposal. Any other exclusions or conditions shall not be considered by District.

3. SCOPE OF SERVICES

The services in this Request for Proposals consist of overall professional personnel selection, training and supervision of employees that offeror proposes for assignment under the District's security guard services agreement. Personnel supplied by the offeror must be deemed employees of the offeror and shall not for any purpose be considered employees or agents of the Santa Cruz Metropolitan Transit District.

Security guard services must perform three major functions for the District and provide the following:

3.1 Foot Patrol

The security officers assigned to this patrol by Contractor shall be responsible for the security and safety of the public, District facilities and vendors' businesses, within Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, California, a public transit transfer facility of the District, and other sites and/or associated areas as designated. Security officers are required to maintain communication with each other and with Transit Supervisors through the use of District-issued, two-way portable radios. Officers must maintain a safe, comfortable environment for the patrons.

3.2 Revenue Collection

Revenue collection officers, under District Supervision, exchange revenue vaults from buses, assist District staff in processing revenue collected and also provide District wide mail delivery. Security personnel assigned to this task must have a valid California Drivers License.

3.3 Supervision

Contractor shall provide supervision that can be contacted by District representatives during all hours of operation. The site supervisor shall be responsible for scheduling patrol officers, responding to District concerns, site inspections, training and making decisions for the contractor. No other supervisor of the Contractor shall visit or involve themselves in the site operations without express permission from the District's Contract Administrator. Contractor interviews of on-site guard personnel shall be done either at the Contractor's home office or when guard personnel are off-duty so as not to distract them from their required duties.

3.4 Schedule of Services

The following are the current needs of the Transit District and may be modified upon ten (10) day notice to contractor. There are no guaranteed hours of service and the schedule can be modified at the discretion of the Transit District. No off-duty guards shall be in secured areas of any District facility.

3.4.1 Metro Center

24 hours per day coverage – 365 days. Site supervisor shall work Monday through Friday during the hours of 8am to 4pm or other hours as designated by the District. This allows for communication with Transit District officials. The remaining shifts shall be covered by foot patrol officers.

3.4.2 Revenue Collection –

Monday through Friday 7:00am through 3:00 p.m. (two (2) officers)

Monday through Saturday 6:00 p.m. through 2:00 a.m. (one (1) officer)

Total approximate security hours 15,000 per year. This is an estimate of the total security hours. This does not imply a guarantee because the Transit will not guarantee any hours in this agreement

Permanent changes requiring additional and/or fewer staff will be requested in writing by the District ten (10) days in advance of the date the schedule is to take effect. Contractor shall make the necessary permanent staff changes as required by District after the required notice is given. The District will notify the contractor of temporary changes at the earliest date possible.

Security officers are expected to report promptly to their assigned location at the time specified by the Site Supervisor/Transit District representative ready to perform their assignment.

3.5 Standard Gear

Contractor's personnel, while on duty security officers shall be permitted to carry and use the following items:

- Baton – In accordance with 7547.9 of the Business and Professional Code and other applicable law.
- Pepper Spray – In accordance with 7547.10 of the Business and Professional Code and other applicable law.
- Handcuffs – In accordance with applicable law.

3.6 Firearms

Neither Contractor nor its employees or agents shall be permitted to carry any firearms or other weapons not set forth above during the performance of this agreement.

3.7 Phones

Contractor shall provide and pay for all phone services needed in the performance of this Agreement except that a direct phone line to the Operations' Dispatch Office will be made available and paid for by the District.

3.8 Uniforms

Contractor shall provide uniforms to guard personnel. Uniforms shall comply with County Ordinance 3241, Ch. 9.10 or any applicable state or local law or ordinance. Uniform color and design shall be approved by the District. Contractor personnel shall not perform duties pursuant to this Agreement unless they are wearing a proper uniform or unless authorized by the District. Neither Contractor nor its personnel shall use District facilities that are designated for "District Employees Only". Contractor shall ensure that all personnel have a neat and clean appearance and that the uniforms are pressed and free of rips or tears.

3.9 Santa Cruz Metro Security Identification

All uniformed personnel of Contractor may be required to wear some form of District identification.

3.10 Confidentiality

Contractor and its personnel shall not release any confidential information obtained by them in the performance of this Agreement without the express written approval of District.

3.11 Removal of Officers

Officers not functioning to the District's expectations will be removed immediately upon request with no requirements needed by Contractor except such request.

3.12 Responsibilities of Contractor

Prior to the agreed upon starting date for services at Metro Center, Contractor with the approval of the District's Contract Administrator, shall have selected, equipped and trained an adequate number of qualified personnel to perform the services required and set forth in this document.

The Contract Administrator for the District shall be kept informed on a daily basis of the progress to accomplish the requirements stated in this section.

Contractor will be wholly responsible as an independent Contractor for the performance of its employees. Professional insurance naming the Transit District as an additional insured shall be issued covering the Transit District in the amount of \$1,000,000. This coverage shall indemnify and protect / defend the Transit District should an action be brought against the District as a result of a contractors employee or representatives action or inaction. Contractor shall provide the appropriate documentation to show that this policy is in force and irrevocable unless the District is notified 30 days in advance. Under no circumstances shall there be a gap in insurance coverage during the term of this contract or any extensions of this agreement (if granted). Contractor shall also provide automobile insurance naming the Transit District as an additional insured while Contractors employees are operating District vehicles. The limits of coverage shall be \$500,000 bodily injury to others, \$100,000 collision and vehicle replacement and \$100,000 for property damage. The deductible that the contractor is responsible for shall not exceed \$5,000. Contractor shall provide to the Transit District proof of insurance and there shall be no gap of insurance coverage during the term or any extensions (if granted).

Contractor shall submit invoices for payment through, the Districts Operations Department attn: Jenna Glasky, Revenue Collection Supervisor, 1200 River Street Santa Cruz, California 95060. Invoices shall show the total number of hours worked, the rate charged per hour, the work, and the period of time covered by such charges.

Contractor agrees that all records pertaining to performance of this Agreement shall be made available to the District for inspection at any time.

Contractor agrees that, in the event of conditions that would warrant cancellation of this Agreement, and after consultation with the District, prior to the stated end of the Agreement, the District shall be given 180 days' notice of termination with reasons stated for such notice. The District may terminate this Contract at any time for any reason after so notifying the Contractor in writing fifteen (15) calendar days in advance of said termination.

Contractor's patrol personnel shall be trained and licensed in accordance with standards set forth by the Department of Consumer Affairs and County Ordinance 3241, Chapter 9.10 and any applicable state or local law or ordinance. Contractor shall provide District with necessary certification that this has been accomplished. Security Officers assigned, under contract, to work at District facilities shall have a

permanent guard card issued by the State of California. Security officers with temporary guard cards are not acceptable under this contract. Officers assigned to this contract must possess a valid California Drivers License with fewer than 2 points and no previous DWI or DUI convictions. Contractor shall also comply with all State of California licensing requirements for professional security officers and security businesses. Contractor shall provide proof to the Transit District showing that they are in compliance with all applicable laws and regulations.

Contractor personnel assigned to this contract shall be individuals of mature judgment, experienced in security guard procedures who have reached a minimum age of twenty one (21). Guards must demonstrate ability to understand written orders. They must also be capable of writing a clear understandable report in the English language.

Any special training for security service providers required by State, County or Consumer Affairs shall be provided and paid for by the Contractor.

The site supervisor of security personnel covered by this agreement shall receive training that will familiarize them with the security requirements of all District sites by District personnel. **The site supervisor shall have at a minimum five (5) years of security experience and pass an oral examination administered by the District. The District shall have the authority to select/reject the site supervisor and/or request a site supervisor replacement with no requirement other than the request.** The Contractor shall be responsible for the basic training of additional personnel. The site supervisor shall be responsible for maintaining a satisfactory level of patrol performance, including enforcement of proper radio procedures. The site supervisor shall have the capability of being contacted 24 hours per day by District supervisory personnel in order to resolve immediate issues that may arise.

Day-to-day communication between the District and the Contractor shall be between the Contract Administrator or his designee and the site supervisor. This in no way shall prohibit the Contractor nor the Contract Administrator from direct communication.

Post orders shall be written and posted at Metro Center Security Office. These orders shall be committed to memory by each officer to confirm their understanding of the contents. All patrol personnel and supervisors shall be responsible for knowing all regulations and written instructions pertaining to performance at Metro Center. The Contractor shall periodically interview patrol personnel and supervisors to determine their complete familiarity with requirements. The Contract Administrator and the Contractor shall resolve any conflict in such orders.

Contractor to strategically install Guard Tour devices at each of the facilities to ensure that the officers are performing their duties. These reports are to be supplied to the Revenue Collection Supervisor on a weekly basis for review.

Daily reports from each officer shall be turned in to site supervisor at the end of each shift. The site supervisor shall consolidate reports and turn them in to the Contract Administrator within two (2) business days. All patrol personnel shall maintain standard report forms, which include a Guard Log, Daily Guard report, and the Incident Report. Contractor shall also provide to District reports for External Announcement Audit and Rotation Pipe reports when performed.

Contractor shall provide the District with a list of all patrol personnel assigned to this contract. Shift schedules shall be posted weekly by Contractor at the Santa Cruz Metro Security Office. All patrol personnel shall copy their assignments as soon as schedules are posted in order to avoid any confusion regarding work periods. Any problems created by the schedule shall be resolved by the Contractor's staff.

3.13 Responsibilities of the Transit District

The District shall provide Contractor with whatever informational or advisory assistance Contractor may require in its training program, including necessary ground rules, route maps or other data. The Contract

Administrator of the District and the Contractor shall devise appropriate written instructions governing the performance of all requirements under this Agreement.

4. PROPOSAL REQUIREMENTS

Proposals shall be typed and should be as succinct as possible without elaborate or unnecessary promotional material.

The proposal at a minimum shall include the following:

- A description of major ongoing or completed security contracts related to this particular project. Contractor shall elaborate on all experience related to transit facilities and any other related experience. References from current contracts shall be included.
- Estimated costs of services shall be broken down into as much detail as practicable to justify their computation.
- Names, employment history and qualifications of all persons likely to be assigned to this contract shall be included.
- Total cost of services shall be based on a Contract period of three (3) years. At the District's discretion this contract may be extended by two (2) one-year extensions. The price submitted by the Contractor shall be in one (1) year increments for the base three (3) year agreement. Under no circumstances is the District obligated to extend the contract past the base three (3) year agreement. Should the District decide to extend the contract in one (1) year increments, the District and Contractor shall meet to discuss a rate increase based on the prior years performance. The maximum allowable increase shall be no greater than the Bay Area Consumer Price index (CPI) for that quarter. CPI increase shall apply to extension years only.
- Contractor shall sign statement of willingness to execute Contract with District according to the terms and conditions of this RFP.
- List DBE status, if appropriate.
- List any other data which will assist the District in evaluating the proposal based on the criteria in the RFP.

5. ADDITIONAL INFORMATION

5.1 District Rights of Award:

Additional conditions of the final contract shall be derived on the basis of negotiations between the selected Contractor and the District. The selection of a Contractor and the final Contract award is subject to approval by the District's Board of Directors.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Contractor shall not include any such expense and part of the price as proposed in response to this Request For Proposal.

The site supervisor who is proposed and the Contractor's main responsible party (who can speak on behalf of the contractor) shall attend an interview when scheduled.

5.2 Fee Consolidation

In the response to this RFP, Contractor shall propose a fee reimbursement schedule. Exact schedule shall be made final during the Contract negotiations.

6. EVALUATION CRITERIA

Final selection shall be based upon the following evaluation criteria. Their relative importance is identified by the points listed.

CRITERIA	POINTS POSSIBLE
1. Responsiveness of Proposal to the District's Requirements	10 Points
2. Proposed Personnel/Training/ Management Team	35 Points
3. Experience of Firm	30 Points
4. Cost of Contract	20 Points
5. DBE Participation	5 Points
Total Points Possible	100 Points

7. INQUIRIES AND CORRESPONDENCE

Written questions pertaining to this Request for Proposals shall be either mailed to the Purchasing Agent at 110 Vernon Street, Suite B, Santa Cruz CA 95060, or faxed to the Purchasing Agent at (831) 469-1958 or emailed to llongnec@scmtd.com. No offeror may consider any verbal instructions, interpretations or changes as an official expression on the District's behalf. Only written addenda on District letterhead signed by the Purchasing Agent may be considered valid.

8. TIMELINE

RFP Issue Date	October 2, 2006
Proposal Due Date	October 30, 2006
Interview Schedule	November 6-9, 2006
District Board of Directors Approval of Contract	November 17, 2006
Contract Period	January 1, 2007 through December 31, 2009 (3 Years)

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

District may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties in accordance with Section 13.14.

2. TERMINATION

2.01 Termination for Convenience

2.01.01 The performance of Work under this Contract may be terminated by the District upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever the District determines that such termination is in the District's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contract shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

The rights and remedies of the District provided in this Article 2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. FORCE MAJEURE

3.01 General

Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section 3 shall not preclude District from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.

3.02 Notification by Contractor

Contractor shall notify District in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the District to evaluate any Contractor request for relief under this Article 3. District shall examine Contractor's notification and determine if the Contractor is entitled to relief. The District shall notify the Contractor of its decision in writing. The District's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

3.03 Losses

Contractor is not entitled to damages, compensation, or reimbursement from the District for losses resulting from any "force majeure" event.

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. District shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of District is to ensure that such services are performed and rendered in a competent and cost effective manner.

5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the District for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

Contractor shall exonerate, indemnify, defend, and hold harmless District (which for the purpose of Articles 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property (ies) of Contractor and third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
 - (a) Full Personal Injury coverage.
 - (a) Broad form Property Damage coverage.
 - (a) A cross-liability clause in favor of the District.
- (4) Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000.00.

7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by District.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit District is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the District shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify District in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide District at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (6) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to the District.

8. RESERVED

9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

11. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This applies to both DBE and non-DBE subcontractors.

Prime subcontractors must include the prompt payment language of paragraph 1 in all subcontracts, regardless of subcontractor's DBE status. Failure of a prime contractor to uphold prompt payment requirements for subcontractors will result in District withholding reimbursement for completed work.

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

The Contract shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

13.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13.15; and the hold harmless agreement contained in Article 6 shall survive.

13.03 Limitation on District Liability

The District's liability is, in the aggregate, limited to the total amount payable under this Contract.

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

Contractor agrees to submit to District all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein the District's name is mentioned or language used from which the connection of District's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of District.

13.06 Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

13.07 Attorneys' Fees

In the event that suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

13.10 Cal OSHA/Hazardous Substances

13.10.01 Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on District property, (2) ensure that its employees take appropriate protective measures, and (3) provide the District's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on District property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify the District against any and all damage, loss, and injury resulting from non-compliance with this Article.

13.10.03 Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.

13.10.04 Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

13.11 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without previous written consent by the District; and any such action by Contractor without District's previous written consent shall be void.

13.12 No Subcontract

Contractor shall not subcontract or permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of the District. Any such action by Contractor without District's previous consent shall be void.

13.13 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

13.14 All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

13.15 Audit

This Contract is subject to audit by Federal, State, or District personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

13.16 Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on District premises or in a District vehicle.

13.17 Responsibility for Equipment

13.17.01 District shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment used by Contractor, or any of its employees, even though such equipment be furnished, rented or loaned to Contractor by District.

13.17.02 Contractor is responsible to return to the District in good condition any equipment, including keys, issued to it by the District pursuant to this Agreement. If the contractor fails or refuses to return District-issued equipment within five days of the conclusion of the contract work the District shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to contractor or take other appropriate legal action at the discretion of the District.

13.18 Grant Contracts

13.18.01 Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR SECURITY GUARD SERVICES (06-07)

THIS CONTRACT is made effective on January 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Security Guard Services

District has the need for Security Guard Services. In order to obtain these services, the District issued a Request for Proposals, dated October 2, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Security Guard Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Security Guard Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Security Guard Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated October 2, 2006

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Security Guard Services, signed by Contractor and dated October 30, 2006.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A" and "B". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "B".

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued October 2, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 2, 2006.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Attention: _____

7. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

This Contract is subject to the terms of a financial assistance contract between the Santa Cruz Metropolitan Transit District and the Federal Transit Administration (FTA) of the United States Department of Transportation.

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

3.0 INELIGIBLE CONTRACTORS

Neither Contractor, subcontractor, nor any officer or controlling interest holder of Contractor or subcontractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

4.0 EQUAL EMPLOYMENT OPPORTUNITY (Not applicable to contracts for standard commercial supplies and raw materials)

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

5.1 Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the District, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

5.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the District to enter into such litigation to protect the interests of the District, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

7.0 CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that the District, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after District makes final payments and all other pending matters are closed.

9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

9.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or the District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts)

If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the Santa Cruz Metropolitan Transit District's (DISTRICT) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this Request for Proposal (RFP) package must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT.

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

An Offeror may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 06-07

FOR SECURITY GUARD SERVICES

October 13, 2006

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

The following questions were received and METRO responses are provided as follows:

1. **Question:** What is the current pay rate and bill rate for each position?

Answer:

<u>Position</u>	<u>Hourly Pay Rate</u>	<u>Hourly Bill Rate</u>
Site Supervisor	\$15	\$23.70 Reg / \$35.55 OT
Guards	\$10-\$13	\$19.80 Reg / \$29.70 OT

2. **Question:** Who is your current security company and how long have they had the contract?

Answer: First Alarm Security and Patrol, Inc. is the current contractor. The three year contract will expire on December 31, 2006.

3. **Question:** Part III, item 3.5 Standard Gear, Security is Permitted to carry Baton, Pepper Spray and Handcuffs. Is this a requirement?

Answer: It is not a requirement, but in order to carry any of the above-mentioned gear, guard must follow BSIS guidelines and keep permits up to date.

4. **Question:** Part III, item 5, Additional Information 5.2 Fee Consolidation. please clarify this paragraph.

Answer: In the response to this RFP, Contractor shall propose a fee reimbursement schedule. Exact schedule shall be made final during the Contract negotiations.

Currently the contractor submits invoices on a monthly basis. Invoices include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used and amount billed per hour. Expenses shall only be billed if allowed under the contract. The District reasonably determines whether work has been successfully performed for purposes of payment. Contractor represents that all amounts billed to the

District are (1) actually incurred; (2) reasonable in amount; (3) related to the Contract; and (4) necessary for performance of the project.

5. **Question:** Part III, item 3.12 Responsibilities of Contractor: Guard Tour Systems, how many computer chips or bar codes are needed at each site?

Answer: Currently there are 6 button stations at the Metro Center in Santa Cruz, and 2 in Scotts Valley Transit Center. The District would require 3 for the Watsonville Transit Center.

6. **Question:** Is it a requirement that the contractor furnishes a vehicle for either the Site Supervisor or for the Revenue Collection Guard(s)?

Answer: No, it is not a requirement for the contractor to furnish a vehicle for any guard. The Revenue Collection Guards are usually the only guards that use the District vehicles, primarily for the inter-office mail run. However, the Site Supervisor may on occasion be asked to perform various duties which may require the use of a District vehicle.

Lloyd Longnecker
Purchasing Agent

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 2

REQUEST FOR PROPOSALS (RFP) NO. 06-07

FOR SECURITY GUARD SERVICES

October 23, 2006

Receipt of this Addendum No. 2 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

The following questions were received and METRO responses are provided as follows:

1. **Question:** How many cell phones are presently provided by the Contractor?

Answer: Currently only the Site Supervisor is issued a cell phone, however a request has been made for a 2nd phone to be available for use by the Officer while on duty the Metro Transit Center.

2. **Question:** How many hours of on-the-job security officer training are required before the officers can work alone?

Answer: The current Site Supervisor likes to have the Trainees work two (2), eight (8)-hour shifts prior to working alone. This gives the guard eight (8) hours of training with the Site Supervisor to establish the District's expectations, as well as the Site-Supervisor's, and to acquaint the guard with the Post Orders, Policies and Procedures (Reports/Radio Protocol, 10-codes/Audits/etc.), License Verification, Site Orientation, Personnel Introductions. An additional eight (8) hours of training with an experienced guard for shift-specific training, District Protocol and City Ordinance Application, Emergency Procedures, and Chain of Command. It isn't required, and is at the discretion of the Site-Supervisor to approve/disapprove the guard for service.

3. **Question:** Invoices submitted monthly, is this a requirement from the District?

Answer: Currently Invoices are submitted monthly. Alternate proposals are welcome for consideration. Exact Billing and Payment arrangements will be finalized during Contract Negotiations.

4. **Question:** There is a total of **316** hours of security per week provided to the Santa Cruz Metro Transit. They are as listed below:

Site Supervisor	40 hours	Pay Rate: \$15.00	Bill Rate: \$23.70
Guards:	276 hours	Pay between \$10 and \$13.00	Bill Rate of \$19.80

Does the Bill Rate of \$19.80 correspond to the \$10.00 pay rate or is it a composite rate?

Answer: The District is not in a position to negotiate, and or adjust - directly or indirectly, the hourly wage paid by your organization to it's employees. The contract that exists between the District and the Contractor details the duties to be completed and the requirements of the contract. The compensation, retention and training of security personnel employed by the contractor are the responsibility of the contractor and not that of the District.

5. **Question:** Is any living wage associated with this RFP?

Answer: No

This is the last and final addendum. No further questions will be received. Due date to submit a proposal remains October 30, 2006, 5:00 PST.

Lloyd Longnecker
Purchasing Agent

PROPOSAL

In Response to District RFP No. 06-07

Due date: October 30, 2006 at 05:00 p.m.

for

SECURITY GUARD SERVICES

for

**Santa Cruz Metropolitan Transit District (SCMTD)
for the Metro Center and Revenue Collection**

to:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT DISTRICT PURCHASING OFFICE

Attn.: Lloyd Longnecker, Purchasing Agent

110 Vernon Street, Suite B

Santa Cruz, CA 95060

Tel.: 831-426-0199

Fax: 831-469-1958

e-mail: llongnec@scmtd.com



METRO

by:

NCLN20

1850 Gateway Boulevard, Suite 230

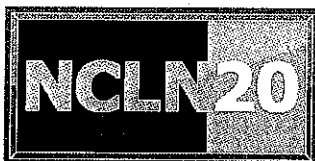
Concord, CA 94520

Karim Abercrombia, Chief of Operations

Tel.: 925-246-6160

Fax: 925-246-6170

E-mail: karim@ncln20.com



PROPOSAL

TO PROVIDE

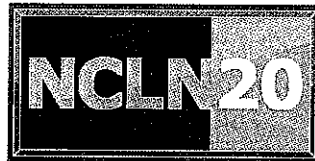
SECURITY GUARD SERVICES

for

**Santa Cruz Metropolitan Transit District (SCMTD)
for the Metro Center and Revenue Collection**

*PROPOSAL in response to
District RFP No. 06-07*

Due date: October 30, 2006 at 05:00 p.m.



This proposal includes data that shall not be disclosed outside the Customer and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offeror as a result of - or in conjunction with - the submission of this data, the Customer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this proposal.



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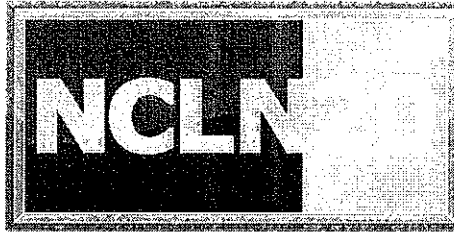
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PROPOSAL

SECTION 1

PROPOSAL SUBMITTAL LETTER



NATIONAL COMMAND LINK NETWORK

October 30, 2006

Santa Cruz Metropolitan Transit District
District Purchasing Office
Attn : Lloyd Longnecker, Purchasing Agent
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Subject: District RFP# 06-07 for Security Guard Services

Dear Mr Longnecker,

Thank you for providing NCLN20, Inc the opportunity to participate in the procurement of Security Guard Services for the Santa Cruz Metropolitan Transit District in response to District RFP# 06-07. Enclosed, you will find our complete response in accordance with the submittal requirements of the RFP.

Our proposal is complete and meets the minimum requirements listed in the project specifications. Our proposal consists of the following sections:

- 1 Proposal Submittal Letter,
- 2 Completed and Executed Bid Forms,
- 3 Executive Summary,
- 4 Experience & Past Performance (References),
- 5 Personnel Qualifications (Resumes),
- 6 Quality Control Plan,
- 7 Management Plan,
- 8 Training Plan, and
- 9 Price Proposal

NCLN20, Inc is ready, willing and able to provide Unarmed Security Guard Services for the Santa Cruz Metropolitan Transit District. We have a proven track record in providing private security guard services to government agencies, public utility services and commercial customers. We are up to the job and we will protect the Santa Cruz Metropolitan Transit District, its employees, its resources and assets, its patrons, and its visitors by providing quality and timely Security Guard Services.

If you have any questions regarding the enclosed, please do not hesitate to contact our Chief of Operations, Mr. Karim Abercrombia, at 925-246-6163 at your earliest convenience. NCLN20 and its management are looking forward to hearing from you and to the opportunity to working with you in the future.

Sincerely,


Sihaya Jones
Vice-President

Enclosure



PROPOSAL

SECTION 2

BID FORMS



SECTION 2 BID FORMS

The following bid forms have been completed and executed by NCLN20, Inc.:

- General Information Form
- Certification of Proposed Contractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion
- Lobbying Certification
- Buy America Provision
- Contractor DBE Information

PART II

GENERAL INFORMATION FORM

SECURITY GUARD SERVICES 06-07

(To be completed by the offeror and placed at the front of your proposal)

NCLN20, Inc. Legal Name of Firm	October 30, 2006 Date
1850 Gateway Boulevard, Suite 230 -- Concord, CA 94520 Firm's Address	
925-246-6160 Telephone Number	925-246-6170 FAX Number
Corporation Type of Organization (Partnership, Corporation, etc)	94-326-0474 Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award


Signature of Authorized Principal

Sihaya Jones, Vice-President
Name of Principal-in-Charge and Title

Kyle Salas, Project Manager
Name of Project Manager and Title

Karim Abercrombia, Chief of Operations -- karim@ncln20.com -- 925-246-6163
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

1850 Gateway Boulevard, Suite 230 -- Concord, CA 94520
Addresses Where Correspondence Should Be Sent

Entire Contract - NCLN20 is a certified DBE and anticipates to perform the entire contract by itself
Areas of Responsibility of Prime Contractor

Listing of major sub consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

NCLN20, Inc. is a DBE itself certified through the U.S. Small Business Administration

and intends to perform all work on this contract itself. If the SCMTD requires additional

DBE firms to participate on this contract in the form of subcontract, NCLN20, Inc. will

subcontract the minimum amount required. However, NCLN20, Inc. anticipates that since

it is a certified DBE firm itself, it will not be required to subcontract any work on this

contract. Our certification number with the SBA and the Federal Government is CAGE

Code 1HWT3 updated as of 02/03/2006.

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) NCLN20, Inc. certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor) NCLN20, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.


Signature and Title of Authorized Official

Sihaya Jones, Vice-President

LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)


Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name NCLN20, Inc.
Signature of Authorized Official 
Name and Title of Authorized Official Sihaya Jones, Vice-President
Date October 30, 2006

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " 12}
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

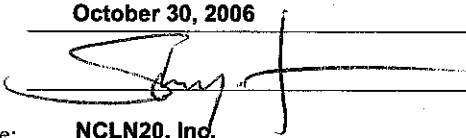
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661

Date: October 30, 2006
Signature: 
Company Name: NCLN20, Inc.
Title: Sihaya Jones, Vice-President

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: Not Applicable
Signature: _____
Company Name: _____
Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME NCLN20, Inc.
 DBE GOAL FROM CONTRACT Non Listed as of yet in the RFP %
 FED. NO. 94-326-0474
 COUNTY Santa Cruz
 AGENCY Santa Cruz Metropolitan Transit District
 CONTRACT NO. District RFP# 06-07

CONTRACTOR'S ADDRESS 1850 Gateway Boulevard, Suite 230
Concord, CA 94520

PROPOSAL AMOUNT \$ _____ Prices are listed on an hourly basis not annually
 PROPOSAL OPENING DATE October 30, 2006
 DATE OF DBE CERTIFICATION 02/03/2006
 SOURCE ** U.S. Small Business Administration
 Certification #: CAGE Code 1HWT3

This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the proposal non-responsive.

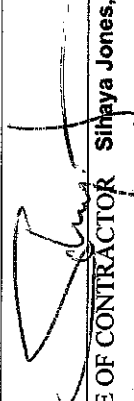
CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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All work is to be performed by the prime contractor who is a certified DBE through the U.S. Small Business Administration (SBA) under CAGE Code 1HWT3.

If the City of Santa Cruz has its own DBE certification, NCLN20, Inc. - if awarded this contract - will ensure that it will complete the City of Santa Cruz's DBE certification.

If the City of Santa Cruz still requires that a certain amount (i.e. percentage) of work is still subcontracted out to City of Santa Cruz certified DBEs, NCLN20 will meet the minimum DBE subcontracting goals established by the City of Santa Cruz for this project. However, we anticipate that as a DBE ourselves, we will not be required to subcontract any work out and that the current SBA certification will suffice in this regard with the proviso that we will obtain the DBE certification from the City of Santa Cruz upon award of this contract.

TOTAL CLAIMED DBE PARTICIPATION \$ _____ 100 %

SIGNATURE OF CONTRACTOR  Srinaya Jones, Vice-President
 AREA CODE/TELEPHONE 925-246-6160

October 30, 2006
 DATE

(Detach from proposal if DBE information is not submitted with proposal.)

* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
 ** DBE's must be certified on the date proposals are opened.
 *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.



PROPOSAL

SECTION 3

EXECUTIVE SUMMARY



SECTION 3

EXECUTIVE SUMMARY

3.1. COMPANY EXPERIENCE STATEMENT

NCLN20 provides quality security guard, emergency dispatch, and alarm monitoring services to numerous Governmental, Public, Industrial and Commercial customers since June of 1990. NCLN20 has performed a variety of different services to its customers under its service contracts including but not limited to:

- Maintaining Law and Order
- Entrance and Exit Control
- Vehicle / Mobile Patrol
- Traffic Control and Enforcement
- Safety Reviews
- Emergency Response Services
- Pass & Identification Services
- Security Escort Services
- Perimeter Security
- Communication Services
- Customer Relation Services
- CCTV Monitoring
- Emergency Dispatch Services
- Security & Fire System Monitoring
- Law Enforcement
- Roving Patrols
- Bicycle Patrol
- Key Issuance and Storage
- Accident Investigation
- Incident Reporting
- Civil Disturbance Response
- Bomb Threat Response Services
- Crowd Control Services
- Incident Reporting
- Undercover Surveillance
- Alarm System Testing
- Equipment Maintenance
- Computer Operation

NCLN20 provides these services with the utmost efficiency, integrity, and quality, on time and always within budget.

NCLN20's experience in the private security industry and its proven performance record in working for the U.S. Government, State Government agencies, various Public Agencies and Commercial Customers and the experience of its management team uniquely qualify the firm for providing Security Guard Services to Santa Cruz Metropolitan Transit District.

In 2001, NCLN20 completed a 5-year GSA contract to provide Security Guard Services in the California Counties of Santa Barbara and San Luis Obispo. Since 2000, NCLN20 has performed on two contracts to provide security services at the USDA in Albany and the VA in Vallejo. Since April 2002, NCLN20 has provided security guard services for GSA (now under the U.S. Department of Homeland Security) within the California Counties of Sacramento and San Joaquin which includes most of Northern California and encompasses over 120 armed Security Officers in the Greater Sacramento Metropolitan Area. This contract was expanded in 2005 to include all federal buildings and offices in the California Central Valley from Modesto in the North to Bakersfield in the South and from Sonora in the East to Salinas in the West. Additionally, armed security services for the Social Security Administration's Richmond Processing Center were added in 2005. Also, in 2006, NCLN20 commenced providing security guard services to the City of Modesto which includes revenue collection services and security for the city's transit center.



Unfortunately during its tenure, NCLN20 personnel have had to perform through two of the most horrific terrorist attacks in the history of the United States: the Oklahoma bombing and the New York City 9/11. In New York our staff supported the emergency response to the 9/11 bombings while operating within blocks from the twin-towers complex. During each of these major events, NCLN20 staff manned Regional Emergency Control Centers through very difficult times with no drop in service. NCLN20 personnel were lauded for their dedication and support to FPS and other Government agencies.

3.2. SIMILAR CONTRACT EXPERIENCE

NCLN20 has had extensive experience in providing security services at similar and larger projects as that for the Santa Cruz Metropolitan Transit District. For example, we have provided security services at:

- City of Modesto where we provide unarmed security guard services at the city's transit center and where we provide revenue collection services for the city's transit system.
- Folsom Dam; we secured an area of more than 20 square miles with an important physical infra-structure to include various buildings. This project provides 24/7 security and includes among others: armed security guard services, roving patrols, gate security, ID and property checks.
- Richmond Social Security Center; we provide full security to this 75 acre facility that includes several large 10-story office buildings. Some of the security services provided at this facility are: gate security, child care security, ID and property checks, roving patrol services, dispatch services, vehicle checks, and alarm monitoring services.
- Numerous U.S. Courthouses and Federal Office Buildings; at these facilities we provide: security guard services, patrol services, magnetometer and metal detection services, and alarm monitoring services.
- Albany EPA Campus; at this large office complex we provide: security guard services, alarm monitoring, patrol services, ID check services, after-hours escort services, etc....

On all of these contracts we deal with the general public on an on-going basis from small government offices that are open to the public to large Federal buildings that received thousands of visitors per day to the Modesto transit center that is very similar to that for the Santa Cruz Metro Center.

3.3. EMPLOYEE QUALIFICATIONS

Guards employed by NCLN20 to work at the Santa Cruz Metropolitan Transit District will meet all qualifications specified in the Solicitation. In addition all guards hired will be at least 21 years of age, possess a high school diploma or equivalency, have two years experience in guard services and demonstrate:

- Knowledge of communications procedures.
- Knowledge of guard services.
- Required limited skills to operate a computer.
- Ability to read, understand, and apply printed procedures, rules, instructions, detailed orders, and training materials (in English).



- Ability to maintain poise and self-control under stress.
- Ability to compose and write clear, concise, accurate, and detailed reports and messages (in English)
- Ability to deal with the general public, Customer employees and other law enforcement agencies over the telephone and radio and in person.
- Ability to speak the English language in a clear, distinct, and understandable manner (during radio telecommunications and public encounters).
- Have a working knowledge of Spanish so as to effectively communicate with Spanish speaking transit customers who may attend the Santa Cruz Metro Center.
- Ability to operate two-way radios in accordance with FCC regulations.
- Knowledge of varied communications equipment.
- The use of microprocessors and related computerized equipment, to include data input and retrieval functions.
- The use of mobile patrol vehicles.
- Have a California driver's license with a good driving record
- Possess a valid and current California Guard Card issued by the Bureau of Security and Investigative Services of the Department of Consumer Affairs of the State of California.
- The aptitude to efficiently and safely use a bicycle or motor vehicle if needed.
- Use of non-lethal force
- Certification in CPR and First Aid.

3.4. PROPOSAL MEETS MINIMUM REQUIREMENTS

The RFP lists various minimum requirements in the specifications, NCLN20 meets all of these minimum requirements:

A. Experience in the Operation of a Security Service Operation

NCLN20, Inc. has provided Security Guard Services since 1990 first as a sole proprietorship under the name of SecureCo and since 1996 as a California Corporation under the corporate name of NCLN20, Inc. This proposal contains numerous customer references that demonstrate that NCLN20 has been providing Security Services to government and commercial customers continuously for more than three years.

B. Ability to Provide the Necessary Number of Guards

NCLN20, Inc. employs in excess of 350 guards throughout the United States of which 250+ are employed in Northern California. Of these California guards, approximately 60 are employed in the Greater Bay area and are within less than 1-hour commuting distance from Santa Cruz, approximately 100+ are within 2-hours commuting distance from the Santa Cruz Metropolitan Transit District and the remaining 90 are within 3-hours commuting distance from the Santa Cruz Metropolitan Transit District. This clearly demonstrates our ability to meet any emergency staffing requirements for this project.

C. Possess a current PPO License

NCLN20, Inc. has a current PPO license issued by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services. Our PPO license number is PPO 13624 which is current and expires on July 31, 2008



3.5. PROPOSAL ORGANIZATION

This Proposal consists of the following 8 sections:

1. Proposal Submittal Letter,
2. Completed and Executed Bid Forms,
3. Executive Summary,
4. Experience & Past Performance (References),
5. Personnel Qualifications,
6. Quality Control Plan,
7. Management Plan,
8. Training Plan, and
9. Price Proposal.

One (1) original and four (4) copies of this proposal have been provided in this submission.

3.6. DBE CERTIFICATION

NCLN20, Inc. is a DBE certified company through the U.S. Small Business Administration. Our CAGE Code number is 1HWT3 which was updated on 02/03/2006. It is NCLN20's intent to perform all the work under this contract with the SCMTD by itself without any subcontractors. If the SCMTD requires NCLN20 to have subcontractors on this project to meet any District or City imposed DBE subcontract requirements, NCLN20 will comply and subcontract the required percentage of services out to certified DBE subcontractors. However, since NCLN20 itself is a certified DBE, we anticipate that this will suffice in this regard. If the DBE certification from the U.S. Small Business Administration does not meet the SCMTD requirements, NCLN20 will obtain any needed DBE certification from the SCMTD or the City of Santa Cruz upon award of this contract.

3.7. PROPOSAL EVALUATION CRITERIA

NCLN20, Inc. has addressed all the evaluation criteria listed in Section 6 of Part III of the RFP in its proposal in the following sections:

- | | | | |
|------|-----------------------------|---|--|
| 1. | Responsiveness of Proposal: | - | Executive Summary and proposal overall |
| 2.a. | Proposed Personnel: | - | Chapter 5 |
| 2.b. | Proposed Training Plan: | - | Chapter 8 |
| 2.c. | Proposed Management Team: | - | Chapter 5 |
| 3. | Experience of Firm: | - | Chapter 4 |
| 4. | Cost of Contract: | - | Chapter 9 |
| 5. | DBE Participation: | - | Bid Forms & Proposal Chapter 3 6 above |

Additional proposal sections have been included to provide a more complete overview of NCLN20 and its capabilities.



PROPOSAL

SECTION 4

EXPERIENCE & PAST PERFORMANCE



SECTION 4

EXPERIENCE & PAST PERFORMANCE

4.1. COMPANY BACKGROUND

NCLN20, Inc. is a Small Business founded in 1990 by its owner and CEO, Steve Jones, a retired nineteen-year veteran of the San Francisco Police Department. The company, under Mr. Jones' leadership, has provided security and emergency communication and dispatch services for the past fourteen years. The company has grown from a startup company in 1990 to a firm with revenues in FY-2001 of \$3 Million, revenues in FY-2002 in excess of \$7 Million, revenues in FY-2003 in excess of \$9 Million, revenues in FY-2004 in excess of \$10 Million and revenues in FY-2005 in excess of \$11 Million. The company provides Security Guard, Dispatch and Telecommunication Services to U.S. Federal Government agencies, State Government agencies, public utilities and private industry.

Our largest contract is in Sacramento, California and has in excess of 200+ armed Security Officers. This contract is with the U.S. Department of Homeland Security and covers the geographic area of the counties of Sacramento and San Joaquin and the entire Northern California area from Sacramento to Eureka. This contract also includes providing armed Security Guard Services at Folsom Dam.

In addition to providing Security Guard Services, NCLN20 has had contracts with the U.S. General Services Administration's Federal Protective Services to provide video monitoring, alarm monitoring and radio dispatch services. NCLN20 has provided monitoring services for GSA Regions, 9, 4 and 2 (San Francisco, New York and Atlanta). The services in Regions 9 and 4 also incorporated law enforcement telecommunications. Operators were also required to run wants and warrants on vehicles and persons, and were required to verify warrants with the local law enforcement agencies. In addition, operators entered property into the FBI's National Crime Information Center (NCIC) database. Currently, NCLN20 is providing alarm monitoring and dispatch services in New York for the Department of Veteran Affairs in Brooklyn.

Unfortunately during its tenure, NCLN20 personnel have had to perform through two of the most horrific terrorist attacks in the history of the United States: the Oklahoma bombing and the New York City 9/11. In New York our staff supported the emergency response to the 9/11 bombings while operating within blocks from the twin-towers complex. During each of these major events, NCLN20 staff manned Regional Emergency Control Centers through very difficult times with no drop in service. NCLN20 personnel were lauded for their dedication and support to FPS and other Government agencies.

In ten years of providing services to the Federal Government, NCLN20 has developed a strong knowledge of Government security operations and contract requirements. NCLN20 has implemented successful startups of security guard contracts in each of the regions that we have worked. Our references will verify that NCLN20's partnership with its customers has been extremely successful. Working in coordination with its customer organizations, NCLN20 helped refine several processes and introduce numerous others, resulting in



improved performance and more efficient security guard services and dispatch and emergency communications services

NCLN20's success stems from its corporate philosophy towards personnel management. NCLN20 starts by setting high – but attainable – standards and expectations for its employees. The company hires managers, supervisors, and personnel who are qualified and who can meet the company and customers expectations. NCLN20 monitors the performance of its employees closely. All employees are encouraged to share ownership of our mission through personal and collective initiative and creativity. Employees are provided with the tools and training to do their jobs and an environment conducive to do so. Because of our experience and outstanding project management, NCLN20 is extremely qualified and eager to provide the services requested in the subject project specifications to provide armed Security Guard Services to the Santa Cruz Metropolitan Transit District

4.2. COMPANY EXPERIENCE STATEMENT

NCLN20 provides quality security guard, emergency dispatch, and alarm monitoring services to numerous Governmental, Public, Industrial and Commercial customers since June of 1990. NCLN20 has performed a variety of different services to its customers under its service contracts including but not limited to:

- Maintaining Law and Order
- Entrance and Exit Control
- Vehicle / Mobile Patrol
- Traffic Control and Enforcement
- Safety Reviews
- Emergency Response Services
- Pass & Identification Services
- Security Escort Services
- Perimeter Security
- Communication Services
- Customer Relation Services
- CCTV Monitoring
- Emergency Dispatch Services
- Security & Fire System Monitoring
- Law Enforcement
- Roving Patrols
- Bicycle Patrol
- Key Issuance and Storage
- Accident Investigation
- Incident Reporting
- Civil Disturbance Response
- Bomb Threat Response Services
- Crowd Control Services
- Incident Reporting
- Undercover Surveillance
- Alarm System Testing
- Equipment Maintenance
- Computer Operation

NCLN20 provides these services with the utmost efficiency, integrity, and quality, on time and always within budget. NCLN20's experience in the private security industry and its proven performance record in working for the U.S. Government, State Government agencies, various Public Agencies and Commercial Customers and the experience of its management team uniquely qualify the firm for providing Security Services to the Santa Cruz Metropolitan Transit District.

In 2001, NCLN20 completed a 5-year GSA contract to provide Security Guard Services in the California Counties of Santa Barbara and San Luis Obispo. Since 2000, NCLN20 has performed on two contracts to provide security services at the USDA in Albany and the VA in Vallejo. Since April 2002, NCLN20 has provided security guard services for GSA (now under the U.S. Department of Homeland Security) within the California Counties of Sacramento and San Joaquin which includes most of Northern California and encompasses



over 120+ armed Security Officers in the Greater Sacramento Metropolitan Area. This contract was expanded in April 2005 to include all federal buildings and offices in the California Central Valley from Modesto in the North to Bakersfield in the South and from Sonora in the East to Salinas in the West which added 40+ additional armed security officers to this project. Also in April 2005, NCLN20 was requested to commence providing armed security guard services to the Social Security Administration's Western Service Processing Center in Richmond, California which added an additional 35+ guards to this contract. The total guard force on this contract is presently in excess of 200+ armed guard personnel.

4.3. SIMILAR CONTRACT EXPERIENCE

NCLN20 has had extensive experience in providing security services at similar projects as that requested by the Santa Cruz Metropolitan Transit District. For example, we have provided security services at:

- City of Modesto where we provide unarmed security guard services at the City of Modesto Transit Center and where we provide armed revenue collection services for the city's transit system at the City of Modesto bus maintenance facility. These services are provided 7 days per week
- Numerous U.S. Courthouses, Federal Office Buildings and SSA offices; at these facilities we provide among others: armed security guard services, patrol services, magnetometer and metal detection services, and alarm monitoring services. These services are provided over a large geographic area from Sacramento in the North to Bakersfield in the South from Salinas and Gilroy in the West to Tuolumne County in the East. The total geographic area exceeds more than 25,000 square miles.
- Folsom Dam; we secured an area of more than 20 square miles with an important physical infra-structure to include various buildings. This project provides 24/7 security and includes among others: armed security guards, roving patrols, gate security, ID and property checks
- Richmond Social Security Center; we provide full security to this 75 acre facility that includes several large 10-story office buildings. Some of the security services provided at this facility are: gate security, child care security, ID and property checks, roving patrol services, dispatch services, vehicle checks, and alarm monitoring services.
- Albany EPA Campus; at this large office complex we provide: security guard services, alarm monitoring, patrol services, ID check services, after-hours escort services, etc.

4.4. NUMBER OF CURRENT EMPLOYEES

NCLN20, Inc. currently employs in excess of 400 employees. The following table provides an overview of the employment experience of NCLN20 during the past five (5) calendar years. This table shows that NCLN20, Inc. has proven experience in managing contracts for Security Guard Services and for Security related services where it employed in excess of 300+ employees per year on average for the past five years and in excess of 400 employees at the present.



NCLN20, Inc. – Recent Employment History

No.	Services Provided	Customer / Agency	Number of Personnel				
			2002	2003	2004	2005	2006
1	Armed Security Guard Services For all Federal Buildings in Counties of Sacramento & San Joaquin, CA	U.S. Department of Homeland Services San Francisco, CA	100	110	115	125	135
2	Armed Security Guard Services, For all Federal Buildings in the Central Valley	U.S. Department of Homeland Services San Francisco, CA	0	0	0	45	45
3	Armed Security Guard Services, For the Richmond Social Security Service Center	U.S. Department of Homeland Services San Francisco, CA	0	0	0	35	35
4	Armed Security Guard Services, For USDA in Albany, CA	General Services Administration San Francisco, CA	7	7	7	7	7
5	Dispatch Operator Services	Veteran Administration New York, NY	14	14	14	14	14
6	Security Guard Services at Pardee Dam, CA	East Bay Municipal Utility Distr Oakland, CA	10	10	10	0	0
7	Armed Security Guard Services, For Santa Barbara & Environs	General Services Admin San Francisco, CA	0	0	0	0	0
8	REMCC Operator Services	General Services Admin New York, NY	14	14	0	0	0
9	Dispatch Operator Services	General Services Admin San Francisco, CA	14	14	0	0	0
10	Dispatch Operator Services	General Services Admin Atlanta, GA	18	0	0	0	0
11	Security Guard Services	Ponderosa Homes Pleasanton, CA	8	8	8	8	8
12	Security Guard Services	City of Modesto Modesto, CA	0	0	0	0	25
12	Security Guard Services	Small Commercial Contracts in Greater Bay Area	25	38	44	44	44
13	Security Guard Services	Small Commercial Contracts in State of New York	0	0	50	75	85
14	Security Guard Services	Government & Commercial Contracts in State of Florida	0	0	10	15	20
15	Security Guard Services	Government & Commercial Contracts in State of Georgia	0	0	10	15	15
Totals			210	215	268	383	433

4.5. CONTRACT REFERENCES

The following table contains a listing of three (3) contracts for present and past security services provided by NCLN20 to a selection of its customers. The three (3) contract references provided are as follows:



NCLN20 Contract References

#	Services Provided	Customer / Agency
2	Armed Security Guard Services, for California Counties of Sacramento and San Joaquin & SSA Richmond Processing Center & California Central Valley	U.S. Department of Homeland Security (DHS) Federal Protective Services Division (9PSS) - Support Services Branch Attn.: Linda Hauser, Contracting Officer 450 Golden Gate Avenue, Room 5205 San Francisco, CA 94102-3400 Tel.: 415-522-8125 Fax: 415-522-3118 E-mail: linda.hauser@dhs.gov
3	Unarmed Security Guard Services, for the State of California – Department of Rehabilitation in Sacramento, CA	State of California Department of Rehabilitation Attn.: Jennifer Hixon, Assistant Chief of Business Svcs. 2000 Evergreen Street, 2 nd Floor Sacramento, CA 95815 Tel.: 916-947-0091 (cellular) Tel.: 916-263-8704 (office)
1	Armed & Unarmed Uniformed Security Guard Services for the City of Modesto, CA	City of Modesto Attn.: Ken Masasso, Senior Buyer 1010 Tenth Street, Suite 6600 City of Modesto, CA 95354 Tel.: 209-577-5405 Fax: 209-544-8821 E-Mail: kmasasso@modestogov.com

NCLN20, Inc. has never had any of its contracts been terminated for default nor have there been any significant performance problems that have resulted in a cure notice or show cause notice. This reference listing illustrates the excellent reputation that NCLN20 has been able to build within the government arena to be a reliable and dependable service provider in the Security Guard Services industry.



PROPOSAL

SECTION 5

PERSONNEL QUALIFICATIONS



SECTION 5 PERSONNEL QUALIFICATIONS

5.1. NCLN20 EXECUTIVE MANAGEMENT TEAM

The following listing represents the corporate key management personnel of NCLN20, Inc for this project:

- Steve Jones, President / CEO
- Sihaya Jones, Vice-President
- Karim Abercrombia, Chief of Operations
- Maureen Clarke, Administrative Manager
- Denny Riley, Corporate QC Manager

All corporate key personnel listed herein have extensive management and technical experience in the Dispatch, Emergency Communications, Monitoring and Security Services industry and in managing and operating Government contracts.

Steve Jones, President / CEO – Mr. Jones has extensive experience in Law Enforcement and Private Security Industry with nearly 30 years of hands-on experience. Mr. Jones has demonstrated the ability to manage a security contract, as well as, a security business from start-up to complex security analysis and management. Mr. Jones is responsible for the development of NCLN20's strategic direction and its implementation.

Sihaya Jones, Vice-President – Ms. Healy-Jones oversees all of the company's financial, accounting, and payroll activities. Ms. Healy-Jones has had these responsibilities with NCLN20 for the past four (4) years and has been involved in managing the company's from a 100 employee company to a 300+ employee company with annual revenues in excess of \$10 million and with bi-coastal operations.

Karim Abercrombia, Chief of Operations – Mr. Abercrombia oversees all company operations and contract administrations. Mr. Abercrombia has been involved with Government contracts since 1995. Mr. Abercrombia conducted control center contract startups in San Francisco, New York and Atlanta. He ran the San Francisco FPS Regional Control Center for four years. He has extensive knowledge of government contracts and control center operations. Mr. Abercrombia is recognized throughout GSA for his expertise in control center operations and his ability to integrate contract personnel into Government operations. He has worked with the Federal Protective Service to implement automated dispatching in San Francisco and Atlanta. Additionally, while with NCLN20, he has developed experience in starting up and managing security guard contracts and he has acted as the security guard division manager. Mr. Abercrombia is responsible for the overall day-to-day operation of NCLN20.

Maureen Clarke, Administrative Manager – Ms. Clarke has extensive experience in project management, federal contracts, inner workings of GSA / FPS operations and contracts. Ms. Clarke has more than fourteen years of experience in dispatch and security operations for the San Francisco Police Department and for the GSA / FPS in San



Francisco. Her organizational abilities and her experience with FPS and security operations in general make her an excellent Administrative Manager, someone who can understand the operational needs in the field as well as the administrative and record keeping needs of Federal contracts and someone who is able to strike an effective balance between the two.

Denny Riley, Corporate QC Manager – Mr. Riley has extensive experience in project management, security guard services, and quality control inspections. Mr. Riley has been NCLN20's corporate QC Manager for the past three years. While with NCLN20, he has improved the quality of the company's operations by diligently conducting on-going and thorough on-site inspections of all of NCLN20's contracts and security guard posts. He started by developing an overall company-wide quality control plan which included an all-encompassing QC approach starting at the top of the organization and trickling down to project managers, project supervisors, lead guards and finally the security officers themselves. Mr. Riley's QC approach, experience and high level of professionalism make him NCLN20's point man to troubleshoot problems, conduct performance investigations and perform corporate Quality Control.

5.2. CORPORATE SUPPORT

NCLN20's corporate and administrative support will provide definitive administrative- and contract-support services to this contract. Examples include, but are not limited to, the following:

- **Financial Management**

Account payable, invoicing, time-keeping review, payroll, cash management and financial project audits. NCLN20 has in place and will utilize its in-house maintained computerized cost-accounting system. This system allows NCLN20 to accurately track costs on a project-by-project basis. The Human Resource module of the program allows NCLN20 to ensure all of our security professionals meet and/or exceed the qualifications as set forth in the contract. The accounting system is reviewed on a monthly basis by our Certified Public Accountant to ensure that all financial records are maintained and recorded in accordance with GAAP.

- **Payroll Management**

Assistance in the processing and review of time cards. NCLN20 utilizes the services of PayChex in its regular payroll processing. Using an outside organization in this regard ensures NCLN20 of a built-in back-up system for its payroll processing by a nationwide organization which can provide the necessary payroll checks and/or direct deposits within all 50 states and all related territories.

- **Human Resources**

Assistance in recruitment, hiring, employee-benefits processing, labor relations, EEO/AAP and worker's compensation insurance planning

- **Training**

Assistance or direct training of Security Professionals and on-site Supervisors. Direct training of Contract Managers and Site Supervisors on-site, at an NCLN20 regional office or at the company's corporate office.

- **Purchasing**

Purchasing of uniforms; security equipment; vehicles and related vehicle equipment; radio communications; computers; office equipment and furniture; and disposable supplies. NCLN20's experience in outfitting large projects has enabled it to develop on-



going vendor relationships which ensure available vendor credit and the most advantageous pricing.

- **Management Information Systems**

Provides support in procedures and manuals development; project computerization and data processing services. The contract managers and site supervisors will be provided a computerized system and a dedicated computer-link to NCLN20's Corporate computer network. This will allow them immediate and secure access to all the necessary personnel information and project information to assist them in their day-to-day project management activities and in report generation.

- **Legal**

Contract review and modification; litigation assistance, if necessary; and labor relations with union-staffed contracts.

- **Management Oversight**

Conducted through contract administration, audit reviews, reporting routines and participation in periodic Progress Review meeting

5.3. PROPOSED PROJECT KEY PERSONNEL

When hiring the key personnel for this project, specifically, the Project Manager, NCLN20 will give the first opportunity to the incumbent personnel if they meet both NCLN20's and the Santa Cruz Metropolitan Transit District's pre-requisite qualifications and if the Santa Cruz Metropolitan Transit District desires the incumbent Supervisor to stay on. If the incumbent Supervisor is unavailable or not qualified, NCLN20 will promote one of its existing Supervisors to this project. As indicated, it is our desire to maintain continuity on a new project. **We therefore propose one of our incumbent Supervisors for this project in this proposal with the proviso that we will give the incumbent Supervisor an opportunity to apply for this position if he/she is available for hire and give him/her the first right of refusal for this position with the pre-requisite that he/she meets NCLN20 & the Santa Cruz Metropolitan Transit District requirements under this new contract.**

Kyle Salas, Regional Project Manager – Mr. Salas has extensive experience in project management, federal contracts, inner workings of security guard operations and contracts. Mr. Salas has more than eight of experience in security guard operations and investigative services. Mr. Salas has acted as the company's Project Manager for its contract with the U.S. Department of Homeland Security to provide Armed Security Guard services to all Federal facilities within the California Counties of Sacramento and San Joaquin. Under this contract he has been in charge of 200+ armed guards. Additionally, Mr. Salas acts as one of the company's corporate QC inspectors and troubleshooters. His extensive experience and familiarity in Security Guard services and high level of energy and professionalism make him the perfect security professional for managing new projects.

Darryl Brooks, Shift / Area Supervisor – Mr. Brooks has extensive experience is Security Guard supervision and in Law Enforcement. He has been employed with NCLN20 for the past three (3) years. Before joining NCLN20, he was a Law Enforcement officer with the Sheriff Departments of Yolo County, El Dorado County and Santa Barbara County. Mr. Brooks is POST certified



5.4. KEY PERSONNEL RESUMES

The following four (4) pages contain the resumes of the proposed Project Manager and the proposed Supervisor, Mr. Darryl Brooks

Resume

Kyle Salas

Project Manager

SUMMARY OF QUALIFICATIONS:

- Five years of security management and surveillance
- Five years of call center management in the digital industry-related sales experience with consistent increased profits, customer and employee satisfaction
- College Curriculum - Computer Information Systems with a concentration in Business
- Extensive and comprehensive customer service skills

EDUCATION:

1987 - 1990 State University New York (SUNY) at Buffalo Buffalo, NY
Majored in Computer Information Systems

EXPERIENCE:

2001 - Present NCLN20, Inc. Sacramento, CA
Contract Manager – GSA-Sacramento / Corporate QC Specialist

- Responsible for contract start-up of large GSA Contract
- Responsible for implementation of GSA and company policies & procedures
- Responsible for management of Security Guard staff for GSA guard Contracts; managing in excess of 127 guards and 5 supervisors
- Responsible for interfacing with GSA representatives

2000 - 2001 NCLN20, Inc. Pleasanton, CA
Marketing Manager / Contract Manager

- Responsible for company-wide marketing and business development
- Responsible for management of Security Guard staff for commercial guard contracts

1997 - 2001 Key Largo Hotel & Casino Resort Las Vegas, NV
Security Manager (Lieutenant)

Hotel Resort and Casino

- Managed a staff of seven armed security personnel and two sergeants
- Managed a team of surveillance personnel

Participated Training Courses:

- Law Enforcement First Aid/CPR
- Counterfeit, Fraud and Forgery Detection
- Video and Technical Surveillance Operations I and II
- Firearms Training



Resume

Darryl Brooks

Supervisor

EXPERIENCE

Area / On-Site Supervisor - August 2002 to Present **NCLN20, Sacramento, California**

Duties and responsibilities are scheduling, post monitoring to ensure that the posts are being properly maintained by our security personnel, emergency coverage, rotating on call coverage, enforcing company policies and procedures, conducting staff meetings as necessary, interviewing and hiring new employee's, maintaining proper and accurate inventory of all weapons and firearms equipment including uniforms and duty gear, ensuring that all Guards are performing all duties specified in the contract by the General Services administration, protecting lives and government property, performing duties in a polite and courteous manner, ensuring that all officer's are trained properly at each site assigned to, ensuring that all forms (1103's, 139's, 1051's etc) are properly filled out by the officer's during site visits. Counseling officers and issuing disciplinary warnings as necessary. Ensuring that the Sacramento Office runs accordingly in the absence of the contract manager, making judgment decisions, responding to emergency situations involving the safety and security of the facility, acting occasionally as a crowd monitor to maintain order. Scheduling officers for tri-annual physicals, annual weapons qualification, and GSA 40 hour bi-annual training recertifications.

Correctional Officer - January 2003 to April 2003 **Yolo County Sheriff's Dept, Woodland, California**

Supervised a total of 76 inmates in one housing unit. Conducted counts periodically to insure that there were no escapees. Monitored inmates' behavior to watch for tension or signs of disturbances building. Booked inmates when they were brought in to custody, classified inmates, fingerprinted, and housed inmates as needed. Escorted inmates throughout the facility.

Computer Operator - July 2000 to August 2002 **EDS / Electronic Data Systems, Rancho Cordova, California**

Duties included monitoring Customer's Program Applications to ensure that they are being executed properly and completed with a good condition code. Monitor job schedules and job streams making changes as needed to ensure the completion of a cycle. Send and receive large files using NDM. Fix "Abends" and make necessary changes to PGENS before submitting job for a restart using CA 7 and CA 11.

Information Technology Technician I - September 1998 to July 2000 **County of Sacramento, Sacramento, California**

Accepted increasing responsibility demonstrating flexibility and ability to learn quickly in the following areas: Mainframe - MVS, JES2, JES3, JCL, TMS, ZEKE, TSO, COMPLETE, SAR, OMEGAMON. Duties include: copying tapes, setting up jobs in production, scanning jobs, verification of job setup, un-spooling, mounting tapes, header dumps, automated tape library, JCL abends, batching files, on-lining files, bouncing jobs (taking them down and bringing them back up again when needed), and providing after-hours helpdesk support. Series 5000 Impact printers.

Manager - March 1997 to August 1998 **Prestige Stations / AM-PM, Woodbridge, California**

Ability to communicate effectively with customers, management, and staff. Recruited, motivated, and developed long-term employees. Trained experienced personnel and developed highly effective teams. Analyzed profitability and productivity of key departments. Consistently maintained high profit margins on all projects. Earned a reputation as a valuable and cooperative coworker by: being fair, honest, and willing to help others when needed; effectively resolving conflicts at appropriate times; and assisting new managers and other staff to become familiar with policy and operations.



Resume - Continued

Darryl Brooks
Supervisor

Correctional Officer II - March 1996 to January 1997

El Dorado County Sheriff's Department, South Lake Tahoe, California

Booked inmates into custody, conducted both in and out of state warrant checks. Classified inmates as to where they were to be housed. Conducted various kinds of searches, escorted inmates throughout the facility, ran work crews, computed inmate release date information, updated files, sent teletypes, and wrote reports. Performed court time which included testifying in certain cases. Disciplined inmates when needed and released inmates upon completion of their time.

Correctional Officer II - February 1994 to March 1996

Santa Barbara County Sheriff's Department, Santa Barbara, California

Duties include supervising the security and conduct of inmates in housing units, in movement, issuing clothing, meal supervision, maintenance of work and operational records and documents, conducting area and personal searches, escorting inmates to and from appointments scheduled for the day, assisting medical and psychiatric staff in inmate management and other assigned duties, calculating release dates and good time and work time accrued by inmates during incarceration, classifying inmates as to where they should be housed in the facility, make in house arrests as necessary, testifying in court as needed, conducting hourly counts to ensure no escapes were made.

EDUCATION AND CREDENTIALS

1992 - Santa Barbara City College and The California Dept of Corrections
PC 832 - P.O.S.T Certification for Powers to Arrest, Firearms and
Familiarization and Safety

2002 - Universal Security Academy, Sacramento, California
Guard Card
Weapons Permit - 38/357/9mm
Chemical Agents Card,
Baton / ASP
First Aid / Adult- Child and Infant CPR

EDUCATIONAL PROFILE

H.S. Diploma - June 1980

Madison Mayodan Senior High, Madison, North Carolina
Graduated with honor for 12 years of Perfect Attendance.

Certificate - 1992

Santa Barbara City College, Santa Barbara, California
Course of study was for the following: Self Defense, POST Certification, Weaponless Defense, Ethics, Crime Reports, Arrest Procedures, Drug Identification,

Certificate - 1994

Allan Hancock College, Santa Barbara, California
Course of study included: Crime Reports, Search and Seizure, Blood Born Pathogens, Electronic Shields, Electronic Belt, Law Enforcement Defense Tactics.

Certificate - 2000

Health and Welfare Data Center, Sacramento, California
MVS and JCL Utilities.



5.5. PROPOSED GUARD PERSONNEL RESUMES

At the present time, NCLN20, Inc. has not yet hired any specific guards for this project since we have not yet been awarded the Security Guard Services contract with the Santa Cruz Metropolitan Transit District. Upon award, we will initially assess if the incumbent guards for this project meet the Santa Cruz Metropolitan Transit District approval and qualifications, if these guards are available for continuing employment on this project and if these guards meet NCLN20's qualification requirements. If this is the case, the incumbent employees will first be offered the opportunity to remain on this project in continuing employment. If additional guards have to be hired for this project to replace some or all of the incumbent guards, NCLN20 has a large guard force within its own ranks to pull qualified guards from that meet and exceed the project requirements.

The following pages contain the resumes of various proposed guard personnel who are presently employed with NCLN20, Inc. who will be available to provide Security Guard Services to the Santa Cruz Metropolitan Transit District.

Frank D. Brock

EMPLOYMENT

- 2002-2004 SECURITY OFFICER
NCLN20(NATIONAL COMMAND LINK NET 20) 2YRS, JOB FINISHED
SUPERVISOR: JOHN THIBAUT -
- 1998-2002 SECURITY OFFICER
STOCKTON SECURITY
- 1989 - 1998 MECHANIC
M & H Small Engine Specialists, Stockton, CA
- 1984 - 1988 DRIVER
Texas Street Towing, San Diego, CA
- 1981 - 1983 MANAGER
Budget Rent-A-Car, San Diego, CA
(Hired by Greyhound Rent-A-Car, which sold to True-Value Rent-A-Car, and then to Budget Rent-A-Car)
- 1977 - 1980 DIVING & OFFSHORE CONSTRUCTION CONSULTANT - *Shell and Exxon*
A.O.B. CASBARIAN & ASSOC. - Gretna, La.
Position: Diving & Offshore Construction Consultant
Job Description: Advisor on diving & Construction to major Oil Companies and contracting companies.
- 1974 - 1977 ASSISTANT PROJECT MANAGER / BARGE SUPERINTENDENT -
BROWN & ROOT, INC.
(A HALIBURTON CORPORATION)
GT. YARMOUTH, ENGLAND - ROTTERDAM, THE NETHERLANDS, -STAVANGER,
NORWAY.
ASST. PROJECT MANAGER, CONOCO OIL CO.
ASST. BARGE SUPERINTENDENT.
BARGE SUPERINTENDENT * SENT TO HAMBURG, GERMANY * AMERICAN
EMBASSY * SIGNED INTO LOG BOOK AS
"MASTER OF THE VESSEL, "L. B. MEADERS"
JOB DESCRIPTION:
COMBINATION PIPE LINE/HEAVY DERRICK BARGE, EQUIPMENT,
CREW OF APPROX. 400 MEN, WORK SKEDS,
JOB PLANNING 24/7, AND MY SPREAD OF
3 SEA/GOING TUGS, SUPPLY BOATS/BARGES,
TANKERS, ELECTRONICS BOAT, AND SUBMARINE
TENDER FOR TWO MINI-SUBS, ONE LOCK-OUT
SUB WITH DIVERS, AND OTHER SUB, WHICH
STAYS AT ATMOSPHERIC PRESSURE.....
ALSO MAKING THE RIGHT WEATHER CALLS,
AS THE NORTH SEA" &"IRISH SEA" ARE
EXTREME, WITH SEAS OVER 40 FT., COMMON.
- 1973 - 1974 VICE PRESIDENT & GENERAL MANAGER
TULAGI, INC. & BALEHI INC. WORKING WITH THE EMIR OF DUBAI,
AND HIS AMERICAN MANAGER OF 96 VESSELS FOR PETROLEUM
MAINTENANCE WITH AMERICAN PARTS & EQUIPMENT.

1973 - 1974

VICE PRESIDENT & GENERAL MANAGER

BALEHI INC., SHIPYARD....OUTFITTING SHIPS FOR OIL FIELD
NEEDS....

1976 - 1982

"BROCK & CO INC!"
MY OWN CORPORATION (LOUISIANA) I WAS
OWNER & CEO (BUYING & SELLING
HEAVY EQUIPT - HAD STATESIDE
MANAGER, B. TRIPP.....

1961 - 1973

DIVER / SUPERINTENDENT / AREA MANAGER OF S.E. ASIA
Taylor Diving Company, Gretna, LA

TAYLOR DIVING COMPANY -- Gretna, La.
Position: Diver, Superintendent, Area Mgr. S.E. Asia.
Job Description: Diving and Salvage work gulf of Mexico,
Middle East, Europe, Asia, Japan, Africa etal.

EDUCATION

- Small Engine Repair, Woodruff Regional Occupation Center, Stockton, CA 1988
- Computer Technician, Technical Training School, Campbell, CA 1981
- X-Ray School, Pittsburgh Testing Labs, New Orleans, LA 1970
- Welding, Oakland City College, Oakland, CA 1961
- Commercial School of Deep Sea Diving, Oakland, CA 1961
- Commercial Law, A.I.B., San Francisco, CA 1957
- Economics, A.I.B., San Francisco, CA 1956
- Accounting Major, Lasalle Extension University, Chicago, IL 1955-1956
- G E D/Radioman 3rd Class, U.S. Navy, 1950-1954

REFERENCES

Provided on request.

Hugo Sosa

Experience

- 12/05-present **Beale AFB** **AFB,CA**
 - Ensure only authorized personnel, properly sponsored guests or special events participants and their vehicles are allowed access to the installation.
 - Detain, apprehend or cite individuals who attempt to gain unauthorized entry to the installation in accordance with the Beale AFB regulations.
 - Immediately notify the security Forces Control Center of any situation using the primary means communication the radio and second means landline.
 - Responsible Entry Point Check vehicle inspection inbound and outbound checks of the installation

- 8/03-11/05 **NASA** **Moffet Field,CA**
 - **Sgt. Security Officer**
 - Responsible as assigned for providing 24 hours per day, 7 days per week services designed to effectively prevent crime, minimize personnel injury or loss of life, damage, loss or destruction of property and disruption of operations on Ames Research Center.
 - Responsible to held strict accountability for the good order of the Patrol Zone or post and immediately report security areas that are found not secured .
 - Maintain constant communication with Dispatch Center of their locations and the nature of the activity involved in at all times.
 - Responsible for the performance of Vehicle Inspection Services in accordance with the current Standard Operating Procedure and as directed by the NASA.

- 11/02-7/03 **AT Systems, Inc.** **Menlo Park,CA**
 - **Security Officer (Route Captain)**
 - Responsible for drive automatic vehicles weighing from 6,100 to 20,420 gvw a minimum of 8 hours per day.
 - Loading and unloading of cargo consisting of cassettes, bags, and boxes of coin and currency, carrying a minimum of 50 pounds by hand or up to several hundred pounds by cart.
 - Counting items, recording amounts and serial numbers, signing receipts and manifests.
 - Guarding as messenger all deliveries and pick-ups to/from customers.

- 11/01-10/02 **International Services, Inc.** **San Leandro,CA**
 - **Patrol Supervisor**
 - Evaluates security procedures and recommends improvements. Performs physical Security and procedural tests. Works with the facilities management to ensure the Facility meets minimum-security requirements.
 - Supervises and directs day shift activities in/outdoor access control, building patrol. Writes and gives performance reviews.
 - Provides for appropriate training in the areas of safety and security education for all personnel at assigned FEDEX facilities at the Oakland Airport.

- 11/00-10-01 **Sunmina Corporation** **San Jose,CA**
 - **Master Scheduler**
 - Determine impact of new product introductions, product cutover, ECN changes / implementation and impact to the schedule and Inventory.
 - Provide leadership to other Master Scheduler and production planners.
 - Responsible for managing excess and obsolete inventory.

Education	2005	Managing Civil Actions in Treat Incidents	
	2004	NASA Security Officer Enforcement	
	2004	Newark Citizen Police Academy	
	2001	University of Wexford	M.B.A. Business Administration
	1990-1992	The Education Society for Resource Management	Apics Certification
	1993	Computer Learning Center	Computer Certification
	1981	Rafael Landivar College - Guatemala	A.S. Degree/Education

Computer Skills

- H.P. 3000(Ask ManMan/Omar) IBM mainframe(ASI), VMS, Vantive, Agile, Business Objects, Manex, Oracle Database, Oracle Discoverer.
- Win95/98/NT/2000/XP(Excel, Word, Powerpoint, access, Microsoft Project, Vision 00, etc)

Other Skills

- Familiarity with GMP and ISO standards
- Bilingual (Spanish/English), detail oriented, responsible, motivated, quick learner, team player, well organized.
- Secret clearance DoD (Department of defense).
- Vapor tracer 2 operator course

Reference: Available upon request

Sorne Choy

Experience:

2004-2005 International Security Industrial San Jose, CA
Armed Guard Officer / Armored driver guard

- **Performing in armed environment, Armed Service Technicians are responsible for the pickup and delivery of customer order in accordance within designated routes; replenish ATM machines. ability to affectively communicate verbally with team member.**
- **Performing armed guard officer, Government building , lobby reception bank and company . the primary function of the security officer is to protect safeguarding the client ,employees ,guests and the general public. for protecting while providing security solutions to ensures safety .**
- **Qualification previous professional security officer communication skills and attention to detail. Security officers executive protection and workplace**
- **Report to work as assigned , unsafe acts and environmental conditions and complete shift assignment.**

2003 -2004 Global Security Management Agency Sunnyvale ,CA
Security Officer Guard / Loss prevention

- **Performed inside and outside building patrol. File reports on unusual**
- **Activities monitor and investigate all activity around patrol area.**
- **Violation incident reporting . perform safe inspection emergency**
- **Response Assisted customers prevent criminal activity monitor .**

2001 - 2002 Global Aviation Security, Corp. San Jose, CA
Security Screener Aviation

- **Performed ,operate and monitor use of security metal detector equipment**
- **Personal inspection of passengers with hand wands.**
- **Operate x-ray equipment for baggage checks.**
- **Operate explosives detection equipment for baggage checks,**
- **Checked boarding pass and assist if they need.**

2000-2001 APW Enclosure System , Corp San Jose,, CA
QA . QC Control Inspector

- **Performed in process inspections for draft attachment process**
- **Visual dimensional inspections and tests of work in process**

David Edward La Breque

I have over 14 years of combined experience as an armed Military Security Specialist and Security Officer for the US Air Force, US General Services Administration and the US Department of Homeland Security. I have over 6 years additional experience in Private Security with specialized training as a supervisor and instructor.

Apr 2002 to present

NCLN20
3404 Hall Lane Lafayette, CA 94549

I currently perform duties as an armed Security Officer (Guard II) at a Department of Homeland Security contract for Federal properties in the San Joaquin county. I am responsible for the protection of government personnel and property at the assigned location.

Apr 1997 to Mar 2002

Paige's Security Services, Inc.
3084 Del Monte, Suite D Marina, CA 93933

I performed duties as an armed Security Officer (Guard II) at a General Services Administration contract for Federal properties in the San Joaquin and Stanislaus counties. I was responsible for the protection of the personnel and property, at the assigned location, under the direct supervision of the Federal Protective Service.

May 1995 to Mar 1997

Dean's Security Professionals
16900 Lakewood Blvd #209 Bellflower, CA 90706

I performed duties as an armed Security Officer (Guard II) at a General Services Administration contract for Federal properties in the San Joaquin and Stanislaus counties. I was responsible for the protection of the personnel and property, at the assigned location, under the direct supervision of the Federal Protective Service.

Oct 1990 to Oct 1991

California Air National Guard
129th Mission Support Squadron Moffet Field, CA

I performed duties as a Security Policeman for the 129th Mission Support Squadron Security Police. As a Senior Airman (E4), I was responsible for Entry Control, Perimeter and Flightline Security. I was also the only full time firearms instructor on active duty during Operation Desert Storm.

May 1982 -- September 1985

United States Air Force
1608th Security Police Squadron Kirtland AFB, NM

I performed duties as a Security Policeman for the 1608th Security Police Squadron. As a Airman First Class (E3), I was responsible for Entry Control, Perimeter and WSA Security.

References available upon request

Jaime Manuel Rodriguez

Objective To utilize my military training and skills in a fast-paced, stimulating and challenging environment. I am, a motivated self-starter who is used to working with a variety of people under stressful conditions.

Certificates and Awards

- Statement of War Time Service
- Combat Medical Badge awarded in support of Operation Enduring Freedom (Afghanistan) and Operation Iraqi Freedom (Iraq)
- Certificate for Expert Field Medical Badge
- Certificate for JRTC Leaders Training Program 1
- Certificate for Appreciation for Services in Egypt and Iraq
- Certificate of Completion For Military Airborne School
- Received the Army Commendation Medal
- Certificate for Completion of Field Sanitation Course
- Drivers Badge

Work Experience June 2003 – Current
U.S. Army National Guard Turlock/Modesto, California
29th Brigade - 1st Battalion/184 Infantry Regiment
HealthCare Specialist / Squad Leader
Instruct and assist in Medical training courses, provided medical coverage for marksmanship ranges, squad leader of a medical element

August 2004 – January 2006
U.S. Army National Guard – Deployment to Iraq (Operation Iraqi Freedom)
HealthCare Specialist / Infantryman
Provided medical coverage and assistance to military personnel and local nationals as needed, assisted in covert raids, checkpoint guard duty, mounted / dismounted patrols, convoy escorts

April 2004 – July 2004
Sundial Senior Lodge Modesto, California
Caregiver / Medical Technician
Hospice care including medication distribution, maintained vitals, meal distribution, personal hygiene maintenance

June 1999 – June 2003
U.S. Army (Active Duty) Ft. Bragg, North Carolina
82nd Airborne Division - 2nd Battalion/ 505 Parachute Infantry Regiment
HealthCare Specialist / Team Leader
Medical duties consisted of clinical and hospital rotations, maintaining of medical and immunization records, provide immunizations, medical assistance on parachute jumps and marksmanship ranges. While serving with my unit, I was deployed overseas to Kosovo, Egypt, Afghanistan.

Education and Training **Joint Readiness Training Center** Ft. Polk, Louisiana
(Woodland) Offensive / Defensive combat skills, Improvised Explosive Device education, Unexploded Ordinance education, Convoy Escort training, Enemy prisoner of war detention, Security of key facilities, Riot control measures

National Training Center Ft. Irwin California
(Desert) Offensive/ Defensive combat skills, Landmine detection, React to Contact movements, Convoy Escort training, Long Range movements

U.S. Army Medical School Ft. Sam Houston, Texas
(1)Semester hour of Anatomy and Physiology, (4) Emergency Medical Technology, (2) EMT Clinical Experience, (2) Basic Nursing Skills (1) Nursing Clinical Experience
Hands on medical training for National Registry E.M.T.

Grace M Davis High School Modesto, California
High school Diploma

References Available Upon Request

Fred D. Lennear

Objective: Seeking a Security Officer position.

Skills Summary

- Skilled at protecting property, buildings, and grounds from loss or damage
- Excellent communication and interpersonal skills, relate well in public contact situations
- Alert, calm, and react quickly in stressful and critical situations

Qualifications

Issued by American Red Cross

- Standard First Aid
- Infant and Child CPR
- Preventing Disease Transmission
- Adult CPR / AED

Consumer Affairs

- Expandable Baton / Baton
- Exposed Fire Arms
- Guard Registration
- Qualified 38 and 40 Caliber, 357 Magnum

Experience

- April 2004 to Present
Security Officer, ALL PHASE SECURITY, West Sacramento, California
Responsibilities include motor patrol of multi-plex apartments; fixing post of apartment, patrol of new construction sites, patrolling Golden #1 Site, and making daily reports.
- October 2002 to January 2004
Security Officer, E & J GALLO WINERY, Modesto, California
Duties included motor and foot patrol, and fix-post duties including inspection of buildings and parking lots, escorting payroll, guests, employees, and visitors, preventing loss caused by human error, accidents or otherwise, maintaining daily logs and timely reports, providing security for individual Gallo family members at their homes and during travel.
- January 2002 to October 2002
Security Officer, ALLIED SECURITY, Cleveland, Ohio
Duties included providing security for a large hospital, providing safe escort for patients, employees, and visitors, conducting foot and motor patrol of parking lots, monitoring protected areas by closed circuit television, and maintaining daily logs and activity reports.
- November 1996 to December 2002
Carpenter / Security, CREATIVE HOME IMPROVEMENT, Cleveland, Ohio
Planning, coordinating, overseeing, and assisting in completion of construction projects on new and older homes. Security included loss prevention of tools, construction materials and equipment. Escorting checks, cash, and personnel to other job sites and financial institutions.

Education

- Max S Hays High School, Cleveland, Ohio
- GED Diploma

Personal Statement

"I work well with others and am able to diffuse tense situations with calm and ease. I react quickly and decisively with control to pressure situations. I enjoy outdoor activities and sports."

References available upon request

BERTHA CORRAL

CAREER OBJECTIVE

ADMINISTRATION OF JUSTICE / SECURITY SERVICES

SKILLS AND ABILITIES

- * Communicate Effectively
- * Firearm Certified
- * Guard Certified
- * Baton Certified
- * Pepper Spray/ Tear Gas Certified
- * Trainer
- * Fast Learner
- * Answer phone / Multi Line
- * Forklift Driver
- * Class B Driver
- * Team Player
- * Customer Service
- * Type 35/wpm
- * Computers
- * Map Oriented
- * Cash Handler
- * Speak / Write Spanish Fluently

EMPLOYMENT

- Aug 02-Sept 04 Private Armed Security
Brinks Incorporated / 8178 Alpine Avenue. Sacramento, Ca 95826
Contact: Richard Peletta 916-452-5279 (ext.30)
- Feb 02- Aug 02 Private Security
Monument Security / 1900 Point West Way. Sacramento, Ca 95815
Contact: Scott McDonald 916-564-4234
- Oct 01- Feb 02 Delivery Driver
AeroSpeed Delivery Services / 4200 Pinell Street. Sacramento, Ca 95838
Contact: Mark Heim 916-922-4503
- Mar 00- Oct 01 Customer Service / Cashier
Circle K Store / 3031 P Street. Sacramento, Ca 95816
Contact: Dede 916-455-2814
- Oct 97- Feb 00 Package Handler / Loader & Unloader
Roadway Package System / 8205 Berry Avenue. Sacramento, Ca 95835
Contact: David Westbrook 916-387-3322

- Jun 95- Oct 97 Ticket Agent / Customer Service
Greyhound Bus Lines / 715 L Street. Sacramento, Ca 95814
Contact: Bill Lewis 916-444-1552
- Aug 94- Jun 95 Private Security
Curtis Private Security / 2402 21st Street. Sacramento, Ca 95814
Contact: Guy Shurpensi 916-457-9308
- Aug 91- Aug 94 Customer Service / Office Assistance / Cashier
Cal Expo / State Fair. Sacramento, Ca 95815
Contact: Al & Loretta Mall 1-602-300-3143
- Sept 90-Dec 90 Customer Service / Cashier
AM-PM Mini Market / 4700 47th Street. Sacramento, Ca 95823
- Jun 87- Aug 90 Homemaker (Mother)

EDUCATION

- Jun 97- May04 Sacramento City College / 3835 Freeport Blvd. Sacramento, Ca 95822
Major: Administration Of Justice (AA Degree)
- Apr 00- Jan 02 California Youth Authority / 3001 Ramona Avenue. Sacramento, Ca 95826
Major: Volunteer
- Sept 83-Jun87 C.K. McLatchy High School / 3066 Freeport Blvd. Sacramento, Ca 95822
Major: High School Diploma

REFERENCES

Elizabeth Pascual / 6220 Ticket Ct. Elk Grove, Ca 95758
916-683-1543

Janet Hines / 3861 D Street. Eureka, Ca 95503
1-707-407-5998

Tim Warren / 9204 Agenda Ct. Sacramento, Ca 95826
916-600-6008

ROY RAMOS

OBJECTIVE:

Seeking a Secure position with a growing company where I will be able to assist them in their policies and objectives. Working to show professionalism and respect to others.

QUALIFICATIONS:

Professional and well tentative to details and orders. I have excellent skills and many years of experience. I am a positive team player and enjoy working in groups but I am also a self motivated employee. Be advised I am certified by the (BSIS) on the Asp-Expandable Baton. I hold a Gun permit issued by (BSIS) on a 40 cal and 9 mm. I'm also certified with teargas/pepper spray. I have also taken a Class Syllabus With the Turlock Police Department on Private Responder Alarm Response. I also carry a vest on site on weekends, and weekdays if needed.

Employment

5/26/03 to present.

BRAVO. CO. SECURITY

P.O. BOX 2118 , TURLOCK. CA 95381

TITLE: SECURITY OFFICER

I hold the rank of CPL. In this company my duties are various depending on the site And functions such as receptions, retail stores, night clubs, park events and motels. Main duty of an officer is to observe and report and prevent if possible any crime Under the guide lines of the (BSIS) Bureau Of Security and Investigative Services

11/01/02 to 5/26/03

MONUMENT SECURITY ING

1900 point w way suit 274 SACRAMENTO, CA 95815

TITLE: SECURITY OFFICER

I held the rank of SGT rank and was made a site supervisor with three officers under me.

My job was to patrol by vehicle the whole perimeters of the lot to observe and report and prevent any thefts or crime outside the lot, also made sure all paper work was done. I was responsible for any changes that needed to be done

12/27/01 to 11/01/02

DELTA FORCE/BRAVO CO SECURITY

2100 GEER RD , STE B TURLOCK, CA 95382

TITLE: SECURITY OFFICER

Duties were to Observe and Report any kind of illegal activity or anything that appears suspicious, while patrolling all perimeters in the area of the site. WEDDING RECEPTIONS , HALLS Job procedures is to obs/rep and keep the peace, secure the back doors for unwanted guest without invitations as well as front doors, and watching for any alcohol substance that might be taken out side

NIGHT CLUBS, Keeping the peace outside of the building, and patrolling the lot **MOTEL**, Duties were making rounds i.e. patrolling all areas of the property observing and reporting anything suspicious, or any illegal activity daily reports (DAR) written nightly, incident reports written when needed

9/18/01 to 11/28/01

WINDWALKER PATROL

P.O. BOX 163 THORNTON, CA95686

TITLE: SECURITY OFFICER

Security Officer for the North and the South Apartment Complex. Duties included Crime prevention, patrolling all perimeters of each complex, observing and reporting any illegal activity as well as detaining by means of citizens arrest Authorized by law." Penal Code Section 834 Daily activity report (DAR)
Written nightly

1/3/01 to 9/18/01

CRIME TEK SECURITY CO.

3448 N GOULDEN STATE BLVD Suite A TURLOCK, CA 95382

TITLE: SECURITY OFFICER

STORE WATCH. Crime prevention, job was to observe and report and if necessary to detain and fill out reports and securing everything during the night.

TRUCK SCALE. Plant watchmen, duties were to make sure all truck are on scale and give the right information on Their loads .

COMMERCIAL BUILDING . Duties, to patrol the area by foot and car, to observe and report any strange Occurrences, and always fill out a daily report

RESIDENTIAL HOME TRACKS. Duties to observe and report, patrol all areas of the site, be it by foot or car to Report any damage or crime that has been committed .

James Massey

Employment:

10/04 -- 04/06 FedEx Ground Sacramento, CA

Position requires driving a twenty-nine foot delivery van to pick up and drop off packages to and from customers. An average day is 105 stops and 325 packages.

Collecting C.O.D. payments is a daily responsibility.

Leaving because there is no career potential with this position.

02/02 -- 04/06 Massey's Removal Service Gold River and Modesto, CA

I own and operate this company. I pick up and remove building debris, yard waste and agricultural refuse.

Leaving because I am closing business.

08/05 -- 01/06 Sticker Machine Tracy, CA

This kiosk was placed in the Tracy mall. I worked as a graphic's design artist and then developed the images into custom t-shirts, stickers, and license plate frames.

Left because business was closed.

10/05 -- 11/05 Unified Western Grocers Stockton, CA

I worked as an order selector in the position. Using a Barret jack and the Triceps picking system, I would load items onto pallets so they could be sent to customers.

Left because the scheduling flexibility promised was not delivered.

10/02 -- 03/03 Gallo Winery Corporate Security Modesto, CA

My responsibilities were to guard the winery and the Gallo family members. This was an armed position. I became certified as a bodyguard in this position.

Left because of personal reasons.

11/01 -- 01/02 Tri County Extradition French Camp and Banning, CA

This was an armed transportation officer position. A partner and I would transport convicted inmates to and from county, state, and federal facilities.

Left because the company was bouncing paychecks and eventually went out of business.

05/01 -- 11/01 Amaro Cattle Company Sonora, CA

I was an armed Ranch assistant manager in this position. I was in charge of 3 employees, 240 acres, and was responsible for designing and building corals and the entire perimeter fence.

Left because the job was completed.

08/00 – 10/01 University Of The Pacific Police Department Stockton, CA
Worked as a special security officer providing multiple services to the campus such as:
Lock ups and unlocks, vehicle assists, emergency phone testing, escorts, assisted police
officers and their investigations, and issued parking citations.
Left because budget cuts eliminated my position.

03/00 - 09/00 Burns International Security Stockton and Modesto, CA
I obtained the rank of corporal on this job and was placed in charge of training on two
sites with this company. Most of the work consisted of foot patrols and access control.
Left because University Of the Pacific hired me from Burns.

11/98 – 11/00 Mid Valley Foods Riverbank, CA
This was a driving and warehouse position. I delivered meat to customers and collected
payments. I also made orders and unloaded trucks using pallet jacks and forklifts.
Left because I wanted to pursue a career in law enforcement.

09/96 – 10/04 U.S. Army Reserves Modesto, CA
While in the reserves I served as a motor transport operator specialist. My original unit
was an air assault infantry component. I received training for the Spearhead of Logistics
as well.
Left because I was honorably discharged in October of 2004.

Education

09/05 - 10/05 Western Pacific Truck School Modesto CA.
This is a commercial driving school. I graduated top of class and obtained a class A
driving license with all endorsements.

08/99 – 12/99 Ray Simon Criminal Justice Training Center
(Modesto Junior College) Modesto, CA
This is a P.O.S.T. accredited Police Academy. I graduated and received a P.O.S.T.
graduation certificate.

09/92 – 06/96 Modesto Adventist Academy Modesto, CA
I graduated from this high school and served as the religious vice president of my class
from 93-96.

References

Jason Ollis	(209)576-2720
Greg Myers	(209)631-3969
Jason Showalter	(209)605-1482



NCLN20, Inc
Santa Cruz Metropolitan Transit District

Security Guard Services
Specification No. 06-07



PROPOSAL

SECTION 6

QUALITY CONTROL PLAN



SECTION 6

QUALITY CONTROL PLAN

Please, note that the following Quality Control plan description is generic for most of NCLN20's project sites and that it will be adjusted to be specifically tailored to the Santa Cruz Metropolitan Transit District requirements. An updated QC plan will be provided to the Santa Cruz Metropolitan Transit District for review and acceptance, upon the Post Award meeting for this contract.

6.1. INTRODUCTION

NCLN20's Quality Control Plan is a formal plan for monitoring and maintaining the highest quality of services. The Supervisor is responsible for monitoring operations and making sure the plan's objectives are met. The objectives and plan of actions for the quality control program are as follows:

Plan Objectives:

- 1 Obtain a complete evaluation of operations.
- 2 Maintain uniformity in policies and procedures
- 3 Discover weaknesses and take corrective action
- 4 Ensure complete compliance with the contract, SOP and other directives.
- 5 Maintain dress and conduct standard

6.2. QUALITY CONTROL PLAN ELEMENTS

The quality control program will use the following elements to meet its objectives:

1. Inspections
2. Incident Debriefings
3. Performance Evaluations
4. Training Records
5. Document Control
6. Corrective and Preventive Action

Inspections

The Supervisor will conduct unannounced informal physical inspections of all Security Officers during all shifts at a minimum twice weekly. Inspections will be annotated on the "NCLN20 Inspection Report". Items that are checked during each inspection include but are not limited to the following:

- Is the post manned as required?
- Is the SO alert and aware of his/her surroundings?
- Is the SO in uniform?
- Are the SO's permits up-to-date?
- Are the SO's permits in his possession, on the job?
- Did the SO sign in on the required attendance / post form?



- Is the SO knowledgeable of all post orders?
- Is the work schedule posted?
- Are all of the SO's equipment items clean, complete and in working order?
- Are all assigned keys accounted for?
- Are all weapons and equipment properly secured / complete?
- Is the SO properly trained and qualified?

SOs will verify all equipment is working properly at the beginning of their shift. Equipment problems requiring the attention of the Supervisor will be logged on the Equipment Trouble log and the Supervisor will be immediately contacted. A Daily Checklist will be maintained, collected weekly by the Supervisor and kept on file in NCLN20's project office.

The inspections conducted will be documented on the "NCLN20 Inspection Report". Each week, the Supervisor will complete a report outlining all quality control monitoring activity and any corrective action taken. The report will be copied and sent to the Quality Control Monitor, the Contract Manager and to NCLN20's corporate office. The original copy will be kept on file in the Project Office and shall be made available upon request to the customer. Quality control reports may be forwarded to the COTR if so desired by the Santa Cruz Metropolitan Transit District.

The Quality Control Monitor will conduct formal planned and unplanned inspections of the various posts at least twice monthly. Any performance deficiencies disclosed will be put in writing and discussed with the SOs. The QC Monitor will work with the SOs to develop a plan of corrective action. All performance deficiencies will be addressed with employees within 24 hours. Deficiencies that effect the entire operation will be discussed in memorandum form to all employees. Employees will be required to sign an acknowledgment that they received and understand the subject memorandum.

Contract compliance deficiencies will be immediately brought to the attention of the Contract Manager by the QC Monitor. The Contract Manager will subsequently contact the designated the Santa Cruz Metropolitan Transit District representative (COTR) immediately and inform him/her of the deficiency and proposed corrective action. The Santa Cruz Metropolitan Transit District may decide if the deficiency requires formal action from the Santa Cruz Metropolitan Transit District to NCLN20. If the Santa Cruz Metropolitan Transit District sends an official letter requesting a response, NCLN20 will respond to the letter within 5 days or sooner if so desired by the Santa Cruz Metropolitan Transit District. If immediate action is required, NCLN20 will take immediate corrective action. If no official letter is required/sent, the Santa Cruz Metropolitan Transit District and the QC Monitor and/or Contract Manager will establish a mutually agreeable time frame to correct the deficiency. All efforts will be made to correct deficiencies within 24 hrs

Critical Incident Debriefings

The Supervisor will conduct debriefings with SOs for all critical incidents security matters and overall safety. The Supervisor will meet with the officers involved to discuss:

- 1 The officer(s) actions during incident,
- 2 Officer deficiencies during incident,
- 3 What if any policy or procedure changes are needed, and
- 4 Corrective action required.

The SO will write a report of the incident with, (if any), corrective actions and procedural changes required. The report will be disseminated to Lead SO (if applicable), the



Supervisor, the Contract Manager and the Santa Cruz Metropolitan Transit District technical personnel on a need to know basis. All incident reports will be kept on file at the company's Project offices.

Performance Evaluations

The Contract Manager and Area Supervisor will give formal performance appraisals to Lead SOs and SOs every six months. The appraisals will evaluate the officer's overall performance. The Contract Manager, Area Supervisor and SO will jointly develop performance goals for the next appraisal period

Training Records

The Contract Manager will maintain up to date training records for all officers. The records will include all of the officer's past and planned training. Training records will be reviewed monthly by the Contract Manager and Supervisor to ensure all new and required training has been completed and to prepare a roster of employees that need refresher training and comply with other contract requirement issues during the upcoming quarter.

Certification Records

The Contract Manager will maintain up to date all certification records for all officers. The records will include all of the officer's past and planned certifications. Certification records will be reviewed monthly by the Contract Manager and Supervisor to ensure all new and required certifications have been received and to prepare a roster of employees that need their certifications renewed in order to comply with all contract requirement issues during the upcoming quarter

Document Control

To ensure working documents created for this project are reviewed and approved for acceptability, and are current, documents will include footers with the following items:

- o Issued Date
- o Issued By
- o Revision Number
- o Authorized By

When relevant, working documents distributed to security officers will require that they sign acknowledging receipt and understanding of the material distributed. Invalid or obsolete documents will be removed at time of distribution.

Corrective and Preventive Action

Anytime contract performance or compliance problems are identified, NCLN20 will take corrective action immediately to minimize quality issues and implement permanent solutions. Corrective actions will be in writing by the contracting manager documenting the problem, the cause and what action was taken to correct it. The report will remain on file and available for review in NCLN20's Project Office

Complaints received by NCLN20 against personnel employed on this project by any individual (the Santa Cruz Metropolitan Transit District, visitor, etc...) will be logged on NCLN20's Complaint Form by the person receiving the complaint. The complaint will be forwarded to the Site Supervisor who is responsible for making sure the complaint is addressed. All actions are logged on the Complaint Form and filed in NCLN20's Project Office.

NCLN20 policy is to encourage preventive action by its employees. Employees are



encouraged to monitor and request preventive/corrective action when a problem is identified which impacts on the safety, quality and performance of the operation.

The Site Supervisor carries a cell phone and can be contacted 24 hours a day for any incident requiring immediate attention. When on duty, all officers can contact their immediate supervisors via telephone. Officers can contact management directly at their office phone, cell phone or home phone. A call list will be provided to all personnel on this contract.

6.3. DISTRIBUTION OF FORMS

- 1 **Supervisor Daily Checklist** - The Supervisor Daily Checklist is to be completed daily by each supervisor and/or by the QC Monitor for each site visit/inspection he/she makes and is filed in NCLN20's Project Office by date. The completed checklists are kept on file in the project office and shall be made available to the Santa Cruz Metropolitan Transit District upon request. Every quarter (or sooner if so desired) the reports may be forwarded to the Santa Cruz Metropolitan Transit District if so desired.
- 2 **Performance Appraisal** - The performance appraisals completed every six months will be forwarded to and filed by the Contract Manager.
- 3 **Complaint Form** - NCLN20's complaint form is used for complaints against NCLN20 employees and/or its services. The Site Supervisor or Lead CSO is responsible for addressing the complaint with the appropriate person or agency and documenting the action taken. A record of the complaint is kept on file at NCLN20's Project Office.

6.4. SAMPLE QC MONITOR LOG SHEET

The following include some examples of the various reports / records that are maintained by NCLN20's QC monitor at its present contract to provide Security Guard Services to Federal Buildings in the California counties of Sacramento and San Joaquin. This example consists of a chronological site report / log entry sheet for one of the project sites on this contract.

*** SAMPLE ****	Site Inspection History	*** SAMPLE ***
<i>Federal Building - 1325 J Street - Sacramento</i>		
Dec 20, 2002 grave shift. Carol Bean. Stood outside here for about ten minutes until I remembered I could be sitting in my car at the curb watching through the doors for her to return from her patrol. Took her half an hour. I told her she should not be gone that long from the post, told her to ask Sgt Large about doing it in fifteen minutes.		
Dec 18, 2002 swing shift. Ramon Avery, Tim Lee, Wm Clark. Ramon and Tim told me that even though two are Corp of Eng guards and one is DoJ, they work as a team. Avery needs a name tag.		
Nov 29, 2002 I saw Robert Stetson and Sgt Large. The building was very quiet. Our DOJ guards were off for the day. The schedule I have shows Avery working 10-6. Large asks, "Where are the GSA ID cards?" I have a meeting this week with the building security man here, Ken Manning, and talked to Large about issues to be discussed. She is concerned about the guards falling into a roll as building porters (my term) and also that they do not have a wand. My concern is the time during the day when there is no rover and that the security checkpoint is not at the door but in the middle of the lobby at the elevators.		
Nov 22, 2002 Sgt Large, Israel White, Rbt Stetson, Flaviano Ramon, Ramon Avery. I know this is two different jobs (Corp of Eng and DOJ) but it seems crazy to me, two guards at the elevators and no rover. I have an appt to meet with the Ken Manning the Security Coordinator next Tuesday.		
Nov 20, 2002 grave shift. Ron Mason. He was awake. He and Tom Smith both had a peculiar look about them tonight,		



*** **SAMPLE** ****

Site Inspection History

*** **SAMPLE** ***

Federal Building - 1325 J Street - Sacramento

something around their eyes, a hardening or aging I had not seen before.

Nov 19, 2002 swing shift. Tim Lee. He was writing a 3115 because a building tenant came in at 1900 and went to his 12th floor office and found a note on the door about exorcism. It scared the guy good. Lee called Denver and was writing the 3115 while I was there. Arthur Chan is the tenant's name. Even with two new officers here (for DOJ) there is still no rover. A rover may have found the person who did this. Now, two officers stand at the elevator checking IDs. Typical gov boondoggle, one 18 an hour guard checks badges for one tenant and another stands right next to him and checks badges for another tenant. No one roves.

Nov 14, 2002 Ramon Avery for DOJ Wm Clark and Tim Lee. Avery needs name tag. Clark says he has 12 yrs svc with a 3 month break.

Nov 2, 2002 Israel White. He works just this Sat shift, and wants no more, has a full time job as head of security at a shopping center near Travis AFB where his wife is stationed. He says he was told he was going to be taken of f job because one day was not permitted by contract but he is still on job so he assumes that was misinformation.

Oct 28, 2002 I talked to Marty this morning about 1325 J and Ron Mason. Marty said the 1325 log should show that the radio was out or show some other circumstance that would have kept Mason from hearing Marty's phone calls the early morning of the 24th.

I went to 1325 about noon today, looked at the log. Mason wrote "all secure" for each hour of his shift, no problems.

I went to 1211H Street and talked to Miles about it. He says guards will fill in the log all at once for each hour, something I know because I pulled night guard duty in the USAF in '63,'64 & '65. Miles and I talked about Mason. It seems there are two options: 1) We can pull Mason in and grill him about the b s log entries. Or 2) I can wait about a week or so and go back at three AM and catch him sleeping.

I think number 2 is a better idea because there will be no gray matter if I catch him asleep.

What do you think? Marty has documentation of when he called Mason. Mason's logs should not show "all secure" if Marty could not reach him. But if we go after Mason for that...well, I guess I already said that.

Oct 26/27, 2002 grave shift. Ron Mason. He was at his post. Wide awake. He when ton and on about what he does on patrol which makes me think he heard from another guard that Marty was trying to find him (I just now talked to Marty about his on the phone. He asked me to check the logs at the specific times when he called mason, to see what m Mason logged in.) When I was leaving he walked out to my care with me, made this comment: "So this is what you bought with my pay raise." I asked if he had heard the rumor about a pay raise. He said no. I said it was bogus, the process was in evaluation and determination. He said a company can claim they cannot afford to give the raise to employees and keep the money, that's what Paige did. I said it is on the net, what the pay rate is suppose to be. He said you can put anything on the net.

Oct 25, 2002 Kim Funk, Mary Coleman. I met Lt Miles here and we walked through the building looking at sites where an officer may try to sleep. He gave me a card key. I went home and went to bed.

Oct 7, 2002 (Out of chronological order) A very similar situation exists here. We have three officers at 1325 J. The posts have been 1) front desk 2) loading dock 3) rover. Since Sep 10th when we went on Orange, the rover has been checking photo IDs at the elevator lobby (Not at the entrance.) Since we stepped back to Yellow, the former rover is still checking IDs. What previously seemed essential for the rover to patrol is now unguarded. This includes the large subterranean parking garage.

In both of these buildings (and at 2800 Cottage Way, too) the least visible guard who has been doing perhaps the most essential duty has had a new post assignment without the void in rover patrol being addressed. In neither instance is the change in writing.

Even if it were in writing, there should be a rover.

At 1325 J, when photo ID is finally checked the person is far into the building.

At 1325 J Street I spoke with Sgt Cindy Large, Kim Funk, and Mary Coleman. I told Mary about the longevity recognition program and she said she loves this company, we are doing so much to acknowledge the guards. She said she loves the newsletter. (I manage to not tell people I write it.) Cindy Large is a real pro.

Sep 18, 2002 Mary Coleman, Kim Funk, Sgt Cindy Large. I was thinking about sites with attitude as I came up to this building, and remembering that the first time I went here my report said there was a real morale problem. It is very different here now, even with the curve they have been thrown since we went on Alert Level Orange. Sgt Large talked about how the building security team never asks the guards' opinion, in fact makes it clear opinions are not welcome. I got the name of the Building Security Coordinator (Ken Manning) and I will see if I can begin going to their Building Security Committee meetings, as I do at 2800 Cottage Way. I told her about the different way Tim Lee and Howard Neal are doing the roving patrol at night and she is gong to get together with them about that.

Sep 17, 2002 graveshift. Howard Neal. He has a different way from Tim Lee of doing the interior patrol. He splits it, doing the underground garage then comes back to the lobby for awhile, then patrols the upstairs floors of Corp of Engineers. At 2400 hrs, State officers come into the building with a card key and patrol floors 16 to 19 which is state court offices. Neal works four nights a week and that is all he wants.



*** **SAMPLE** ****

Site Inspection History

*** **SAMPLE** ***

Federal Building - 1325 J Street - Sacramento

Sep 16, 2002 swing shift Tim Lee. I waited at the locked lobby door about fifteen minutes for Lee to return from his interior patrol. I interviewed him for the Site Profile and he described a patrol that takes 30 to 45 minutes of each hour he is on duty alone. Also, the security set-up here during the days has changed. We have three officers here and their jobs had been one at front desk, one at loading dock, and one roving. Now rover is stationed at the elevators checking IDs and there is not a roving patrol, which means just that but also means the officers have no break because they used roving patrol to go to the bathroom and get a bite. Tim Lee says this is a great job and a great place to work and he says it is not the site but the guards he works with there, starting with Sgt Large.

Sep 12, 2002 Mary Coleman, Thong Her, Hill. Her would like more hours. With new assignemntyn ie no reover, loadin dock must be closed at some times for security. Down side of that is that you cannot see the alley with door down.

Aug 29, 2002 Mike Stilfield, Sidney Chung, Cynthia Large Met Stilfield for the first time. On the master sheet I have of officer's certification dates, a number of his were blank so here they are: Bloodborn 7/29/02; Gun 10/31/02; Guard card 7/31/03; CPR 8/17/02; baton 8/01/02; Fist Aid due to arrive.

Sidney Chung begs forgiveness.

I talked with Large about the Site Profile. She gave me the low down on days. I will go back on the swing and graved shifts and get info from those guards, then write the whole thing and show it to Large.

Aug 15, 2002 Went by here to give a W4 to Tim Lee. He was on rover and I did not see him, gave W4 to Wm Clark.

Jul 11, 2002 Met with Cindy Large, lead. She said she is pleased with Tolbert replacing Brown, she bumped heads with Brown on a few occasions over procedure. Large said she would like new officers to come in early so they can be trained while she is still on duty. What has happened is new officers come in at beginning of their shift and preceding officer stays for several hours to train.

Jul 17, 2002, grave shift Ron Mason's shirt looked like the wrong color to me. He said it was not, just the lighting in here. He said he bought it himself because his other shirts came apart tin the wash. Identical style, but it looked nearly black to me.

Jul 9, 2002 Linda Tolbert. Went to see her on her new site/. She is always the squeaky wheel but a good guard, it seems Right off the bat she wanted to know what she was being punished for, by being moved. I said it had nothing to do with her, in fact should be seen as trying to accommodate her. Another officer had to be moved and here was a chance for Linda to have weekends off as she wanted. Linda said yeah but she just got use to having Sun and Wed off and in fact had a million appointments this Wednesday and now finds she is working. Here is a person who will never be happy. She wants a copy of the bogus letter we received over her name. She says Mike gave her home phone number to another guard. To me, this is something that is never done.

Jun 27, 2002: Bill Clark has been on the contract since Stanley Smith, 12 years. While I was talking to him several people came to the counter and asked him to dial phone numbers for them and when they rattled off the phone numbers as people do, Bill had them and was able to dial. I say this because he seems like an old codger, as though he should be leaning back in an old oak chair at the entrance to a defunked gold mine, shotgun across his lap, just guarding the place. He is an old codger but I don't think he misses much.

Jun 20, 2002, grave shift: Ron Mason. He and his wife own a laundromat. Summer is the slow season. His wife is a county jail guard. He is just doing this graveyard guard job to kill the time until his wife retires. He told me that. He says he has referred people to NCLN20 as job candidates but they do not get their phone calls returned. He said the Corp of Engineers treats the guards as though they work for the Corp. Maybe I should look into that a little, go by and ask Cindy Large if this is a fact, what she thinks of it.

Jun 17, 2002 Joe Bird. He hates the union, is suing them.

Jun 13, 2002 Saw Cynthia Large, Albert Miles, Wm Clark, Mary Coleman

Jun 4, 2002, grave Aleksey Dekhtyarev. There is a language problem here. In talking to me several times he had to give up on a sentence because he could not think of the words to finish it. He asked if pay for that shift was split between the two pay periods. I spoke with Maureen today and she told me entire shift goes on next check. He was coal miner for 8 yrs in Russia, has a handshake like a vice grip. Misses living where there is a big winter.

Jun 3, 2002, swing David Brown. In a nut shell, David feels he should be lead at 1325 in the afternoons. Cindy Large leaves at 1400 and there are three guards there until 1800 and no one in charge. He feels he is senior and should be in charge. Makes sense to me but I do not know the guy's capabilities. He told me at length about a broken window upstairs that he wrote a 3155 on, showed me the 3155 then took me up to the 8th floor to show me the window. It is the pane of glass in a fire extinguisher wall cabinet, was broken days ago and the glass is pretty much all over and looks dangerous but nothing is being done about it. Ironically, this is on the wall right out side room 850, which is the building security office.

May 31, 2002 Kamran Malik and Cindy Large. Cindy is very professional and a nut about appearance in uniform.

May 24, 2002 I do not have the latest schedule but it must be Vyalkov that Linda and Kowalski are referring to because I went to 1325 J and spoke with Gusuvaty there and he is easy to talk to. Gusuvaty told me he was notified that he must take written test again yet he had been told he passed it the first time, would like this explained. He also said he was in the first class and they were told they would get permanent sites and he does not have one. Wm Clark told me he needs the training



*** SAMPLE ****	Site Inspection History	*** SAMPLE ***
Federal Building - 1325 J Street - Sacramento		
for the GSA ID and does not want to miss out Sylvester Williams read me the riot act about what a piece of crap the Rossia is.		
<p><u>May 10, 2002. grave shift</u> Ron Mason has been on contract 4 years, has only had 4 grave shift visits from anybody -- FPS, GSA, or Contractor. He said there was a Capt Fritz with Paige who regularly sent memos that ended with "Failure to comply will result in termination" The first time we sent one with that closing phrase it was labeled by the officers "Another Fritz -O-Gram." He said a few days ago FPS, 1325 Security and Cindy Large had a meeting about security there He says he doesn't believe rumors but was told by Kyle, Cliff and John that uniforms would be changing when it was time to begin wearing winter uniforms He says Rossia is junk He said Todd Sloan was oppressive and sexist unless a rep of NCLN20 was around. Mason suggested we have a web site. He said if we did and he heard a rumor he could go there to verify or dismiss it. He would like to see a vacation request form. He was wearing the wrong pants I told him to stop by 1211 H for pants He wears our star on his shirt but a different star on his coat. I asked him about that and he said regulation permits him to put a star on the coat Tell me were too look and I'll found out about the second star. He said this is a high profile building and Melissa Turner has a bar bouncer mentality and is a problem.</p>		

6.5. QC REPORT FORM

The following page contains a blank Supervisor Inspection Form that will be used by the supervisor on a regular basis to inspect the guard services provided by NCLN20 on each post on this contract. If so desired by the Santa Cruz Metropolitan Transit District, this form can be adjusted to meet the specific requirements of the Santa Cruz Metropolitan Transit District project.



NCLN20 SECURITY OFFICER INSPECTION FORM

Date: _____ Time: _____

Officer: _____

Location: _____

Uniform Outstanding Good Fair Poor

Weapon Outstanding Good Fair Poor

Equipment Outstanding Good Fair Poor

Overall Appearance/Hygiene Outstanding Good Fair Poor

Work Area (Cleanliness, Orderliness) Outstanding Good Fair Poor

Alert/Attentive Yes No

Guard Card Yes No Exp. _____

Gun Card Yes No Exp. _____

Baton Card Yes No

Bloodborne Pathogen Card Yes No

CPR/AED/ Infant/Adult Yes No Exp. _____

First Aid Yes No Exp. _____

ID Badge Yes No Exp. _____

Supervisor's Remarks: _____

Officer's Remarks: _____

Officer's Signature _____ Date _____

Supervisor's Signature _____ Date _____



NCLN20, Inc.
Santa Cruz Metropolitan Transit District

Security Guard Services
Specification No. 06-07



PROPOSAL

SECTION 7

MANAGEMENT PLAN



SECTION 7 MANAGEMENT PLAN

7.1. PROPOSED PROJECT ORGANIZATION

NCLN20 utilizes a clearly defined organizational structure for the operation and management of numerous security guard and security patrol services to a variety of government, public utilities and private-sector organizations. There is a clear and direct chain-of-command from Corporate Management to the Contract Manager to the Site Supervisor to the Lead Security Officer to the Security Officer / Patrol Officer.

At each shift the Security Officers and/or Patrol Officers will report directly to the Area Supervisor. The Area Supervisor will be responsible for the day-to-day operations of the site. Daily Operations will include scheduling, quality control, reporting, and working with the Santa Cruz Metropolitan Transit District designated representatives. The Area Supervisor will report on a daily basis to the Contract Manager, or more frequently if needed, based on the status of his/her posts. Additionally, on an as-needed basis, on-going communications are maintained by the Area Supervisor with his/her Security Officers and/or Patrol Officers using two-way radio, cellular phone, facsimile and/or e-mail.

Lines of communication will be established via telephone and face-to-face meetings. There will be a two-way 24-hour communication capability between the Site Supervisor, Contract Manager, and Corporate office personnel via Nextel radio, cellular phone, land-line based telephones, facsimile and e-mail. Additionally, NCLN20 utilizes a 24-hour on-call cellular phone based system for supervisory and management personnel so that at anytime a person, with authority to act, is available.

Communication with Supervisor

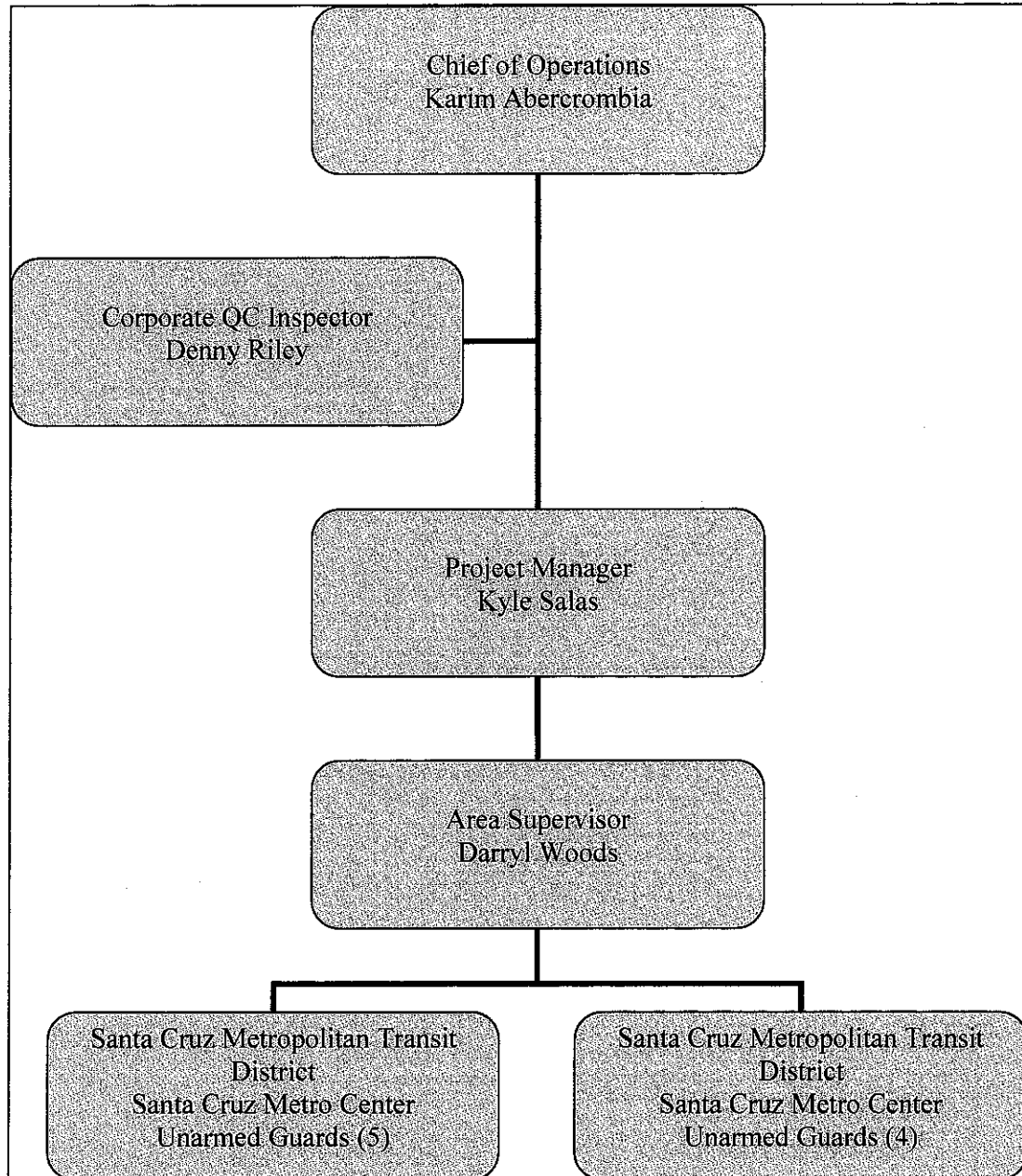
The Santa Cruz Metropolitan Transit District and its representatives will be provided the contact numbers for the Security Officers, the Shift Supervisor, the Project Manager and the company's Chief of Operations. In case of any concerns, emergencies, incidents the County will be able to contact any person within the chain of command for this project at any time necessary. The shift supervisor will be able to meet with County representatives if so desired.

Organizational Chart

The following pages contain a project specific organizational chart for the Santa Cruz Metropolitan Transit District security guard services project and the overall corporate organizational chart for NCLN20.

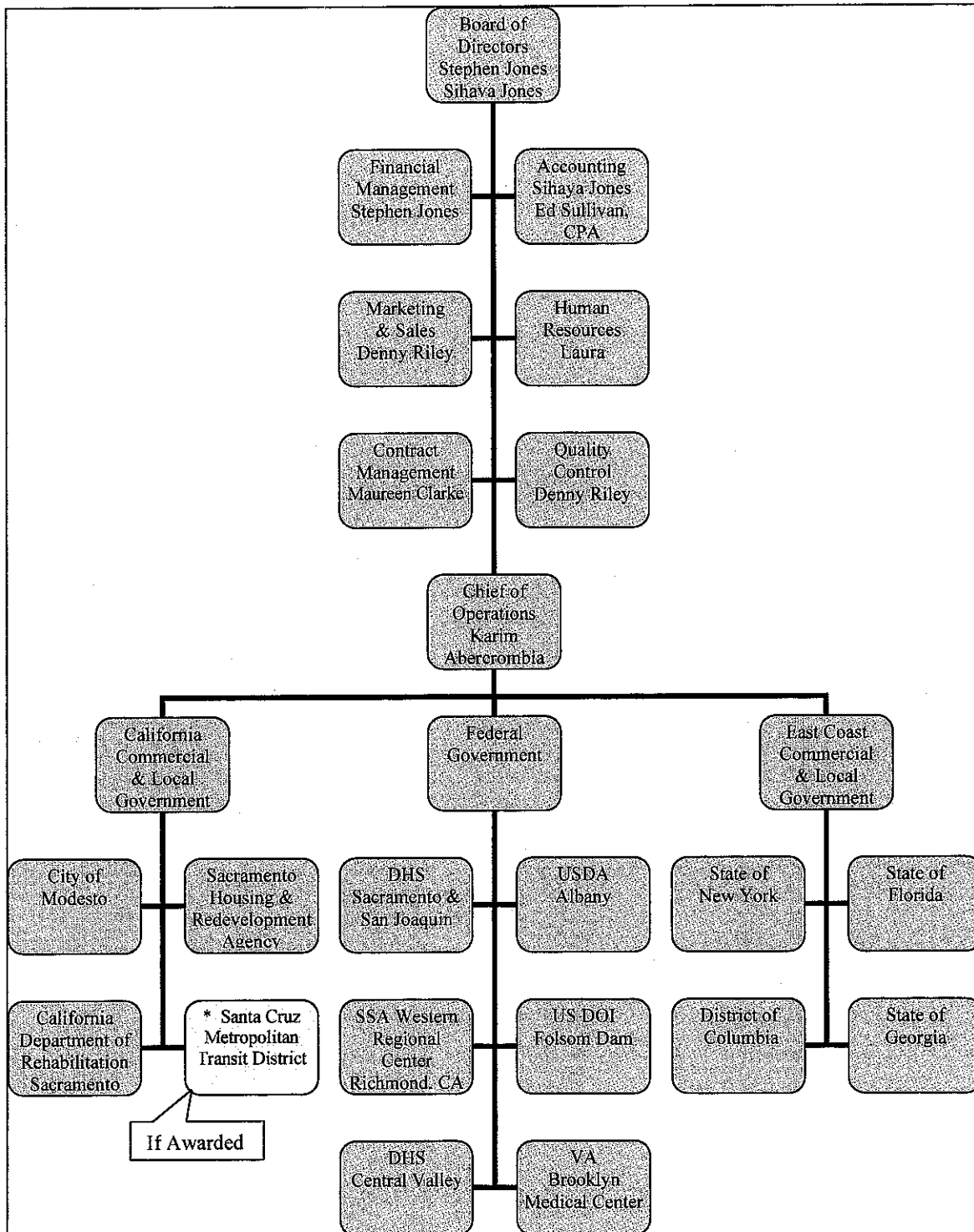


Proposed NCLN20 Project Organizational Chart
for providing Security Guard Services at the
Santa Cruz Metropolitan Transit District





Corporate Organizational Structure of NCLN20, Inc. as of 10/01/2006





7.2. JOB DESCRIPTIONS

The following pages contain the job descriptions for the Project Manager, the Site Supervisor and the Security Officers.

JOB DESCRIPTION for PROJECT MANAGER

OBJECTIVE: Provide overall management and contract administration of the Santa Cruz Metropolitan Transit District contract.

JOB DUTIES

- Assures the fulfillment of all contract obligations, and the delivery, maintenance, inventory, and administration of all equipment, material, and supplies as provided for in the contract and the company policy.
- Assures the maintenance of quality services and levels of effort throughout the contract.
- Keeps daily contact with the client through the Contracting Officer's Technical Representative (COTR) and Santa Cruz Metropolitan Transit District officials to ensure that services provided are consistent with the expectations / requirements of the Santa Cruz Metropolitan Transit District and with the terms of the contract.
- Directly supervises the Site Supervisors and the operational and administrative aspect of the contract. Conducts periodic site visits and inspections of all officers.
- Provides supervisory direction to supervisory staff, through the use of published procedures, bulletin announcements, regular staff meetings and training programs. Requests reports and reviews reports of incidents, conditions and suggestions for improvement. Participates in budget preparation; reviews cost reports to assure expenditures remain within the budgeted limitations of the Financial Plan
- Develops programs and formulates, in coordination with the COTR, all security matters in support of the operations. Submits operation reports, and responds to any inquiries by the COTR.
- Reports to NCLN20's Corporate office, the Director of Operations and the appropriate Santa Cruz Metropolitan Transit District Security Manager / Director of Aviation or designees on any technical or administrative issue which might need a top management decision.

JOB DESCRIPTION for SUPERVISOR

OBJECTIVE: Serve as the designated, primary on-site supervisor and contract liaison for this project. In charge of integrating all operational elements of the Security Officer force to ensure proficiency of performance and that all operational contract requirements are met.

JOB DUTIES:

- Assists in ensuring the maintenance of quality service at level of efforts called for in the contract; meets and briefs the Contract Manager and the COTR on a regular basis.



- Develops and maintains current written standard operating procedures for the operation administration of the Security force.
- Plans and adjusts standard operating procedures to adapt to any change, in order to provide services with the quality expected and within the terms of the contract and company policies.
- Directly supervises the Security Officers. Conducts scheduled and unscheduled site visits and inspections of all officers.
- Provides supervisory direction to on-site staff, through the use of published procedures, bulletin announcements, regular staff meetings and training programs. Requests reports and reviews reports of incidents, conditions and suggestions for improvement.
- Reviews every pay period the hours worked by the security officers to assure that levels of effort have been achieved and introduce plus/minus adjustments, if necessary.
- Provides guard relief on an as-needed basis to all posts on this contract.
- Reports to the Contract Manager on any technical or administrative issue which might need a top management decision.
- Inspects guard posts within the assigned area according to QC guidelines to include:
 - Officer in proper uniform and equipment; alert; and aware of Post and General Orders.
 - Checks all equipment on posts.
 - Ensures that officers are at their respective posts on time
 - Collects all officers' special reports and ensures delivery to the Site Supervisor.

JOB DESCRIPTION for SECURITY / PATROL OFFICER

OBJECTIVE: Maintain shift operational efficiency during his/her shift. Coordinate and control security activities of all areas under his/her responsibility.

JOB DUTIES:

- Provides operational and administrative control for all area assigned during his shift.
- Serves as the first security representative in decision making during emergencies or other situations requiring operational judgment in the absence of the Site Supervisor.
- Performs random patrols in the assigned security areas.
- Reports any security related and/or safety related incidents
- In case of emergency immediately contacts local Law Enforcement authorities.
- Takes immediate steps to eliminate and solve any security problem.
- Reports to the Shift Supervisor on any technical or administrative issue which might need a management decision.



7.3. SECURITY GUARD SELECTION PROCESS

7.3.1. PERSONNEL PLAN

NCLN20, Inc. employs proven methods for the recruitment, selection and management of Security Officers and Supervisors. In addition, our personnel policies reflect the multi-cultural focus of NCLN20. NCLN20 complies with all local, state and federal labor laws.

I. Employment Policies

NCLN20 has established a complete set of employment policies and procedures which are updated regularly to maintain up-to-date compliance with any and all changes in Federal and State regulations regarding labor and employment practices.

II. Non-discrimination

NCLN20 does not discriminate against any employee or employee applicant due to race, ancestry, color, religion, age, national origin, marital status, sex, physical or mental handicap or disability (except where precluded by a bona fide occupational qualification), marital status or citizenship.

III. Affirmative Action

NCLN20 ensures that all staffing decisions are based on the principles of equal employment opportunity, valid job requirements and individual merit/qualifications. This applies to all staffing decisions including hiring, recruiting, advertising, promotions, transfers, making pre-employment inquiries, designing and using forms and conducting personal interviews. All employment decisions are based on the ability of each individual to perform the job.

IV. Sexual Harassment

NCLN20 does not tolerate any form of sexual harassment. Incidents or complaints of sexual harassment at a project site are promptly investigated. Any employee who, after appropriate investigation, has been found by NCLN20 to have sexual harassed any individual will be subject to appropriate disciplinary action, including termination. The Site Supervisor is responsible for ensuring a work atmosphere free of sexual harassment.

V. Drug - and Alcohol - Free Workplace

NCLN20 has strict policies concerning the possession or use of alcohol, illegal or unauthorized substances. NCLN20 also has a prohibition against the possession or consumption of alcohol during working hours or prior to reporting for duty. The purposes of these policies are to provide a drug and alcohol free, safe working environment. NCLN20 has an ongoing Drug and Alcohol Free Workplace program incorporating the following:

- Instruction and training concerning the dangers of drug and alcohol abuse in the workplace.
- Continued enforcement of corporate and client drug and alcohol policies.
- Per contract specifications, pre-employment and periodic and/or random drug testing

Due to the sensitivity of these project sites, NCLN20 recommends mandatory pre-contract



drug testing. In addition, NCLN20 recommends random testing and testing as necessary.

All NCLN20 personnel will be constantly alert to the improper use of drugs or improper use of alcohol by NCLN20 employees. Should there be probable cause to suspect improper drug use or improper use of alcohol by any employee, the Site Supervisor will immediately relieve the suspected employee until their status can be determined and an immediate replacement will be secured.

7.3.2. HIRING POLICIES

NCLN20 has the following hiring policies, in addition to those that ensure qualified personnel and meet affirmative action and non-discrimination policies.

1. **Employment of the Santa Cruz Metropolitan Transit District Employees**

NCLN20 will not employ any person who is an employee of the Santa Cruz Metropolitan Transit District if the employment of that person would create a conflict of interest.

2. **Employment of Military Personnel**

NCLN20 is aware that the absence of NCLN20 personnel that are either off-duty active duty military personnel, Reservist or National Guard members due to recall does not constitute an excuse for non-performance under this contract. NCLN20 also realizes that many individuals may need time-off to perform duty for their country and to ensure that all posts are manned according to the contract, NCLN20 utilizes a reserve force consisting of part-time employees to cover for these situations.

3. **Client Restrictions**

the Santa Cruz Metropolitan Transit District may restrict the employment under the contract and/or has the right to bar contractor employees from entry onto the installation and annexes when employee fails to comply with the Santa Cruz Metropolitan Transit District Code of Ethics, policies, violates security, or when an employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation or its population.

7.3.3. RECRUITMENT PROGRAM

The success of NCLN20 is dependent on the performance, dedication, skill, ability and motivation of our Security Officers. We firmly believe that the application of high screening standards assists in the acquisition of those having the greatest potential for becoming Security Professionals in general and Security Officers and Supervisors in particular for this contract.

The objective of our recruitment program is to provide 100% staffing prior to contract start — in time to provide all required training. The results of this program will also establish a reliable Emergency Response Force and our capability and ability to meet future personnel requirements caused by natural attrition and new security enhancement programs.

Following contract award, it is NCLN20's standard procedure to review incumbent employees' performance with the COTR and client management. NCLN20 intends to hire all incumbent personnel who meet both the Santa Cruz Metropolitan Transit District and NCLN20 standards. This will allow for cost savings to the government in training and



background checks. It will also provide for a smoother transition from the incumbent contractor to NCLN20. Additionally, the change in contractors will not be as evident to the personnel utilizing the federal courthouses. The following sources are used to locate qualified personnel:

- **NCLN20 Employees.** Existing NCLN20 employees are provided the opportunity to transfer to a new project site.
- **NCLN20 Employee Referrals.** NCLN20 employees are solicited to provide applicant referrals. Employees are awarded a cash bonus for referred hires.
- **Military, Police and Veteran's Associations.** Associations of retired military or police personnel are used to locate local potential employees.
- **Employment Agencies.** State Agencies, such as the Job Bank and Division of Veterans Re-Employment are used.
- **Minority Applicant Sources.** A variety of organizations are used to locate minority applicants.
- **Classified Advertising.** Classified advertisements in local newspapers.
- **Internet Advertising.** Employment Advertisings will be placed on well-known internet-based job location web-sites.

7.3.4. HIRING PROCESS

NCLN20 thoroughly screens all potential employees. All applicants undergo the following hiring process:

A. Preliminary Review

- **Employment Application.** New applicants are required to complete a detailed employment application.
- **Application Review.** NCLN20 will review the employment application to determine generally whether the applicant meets NCLN20 and U.S Marshals Services standards for the position being considered
- **Applicant Interview.** The applicant is submitted to an in-depth interview. Emphasis in the interview is placed upon professional experience, employment patterns, personal background and pertinent aptitudes and credentials.

B. Security Background Check

All Contract employees will pass a preliminary background check conducted by NCLN20 Human Resource Department. Once a prospective officer has been cleared by NCLN20 the background investigative information will be provided to the Santa Cruz Metropolitan Transit District for review. Before assigning any employee to duties, NCLN20, Inc. shall possess at a minimum an approval letter from the Santa Cruz Metropolitan Transit District Security Manager indicating that the employee has been cleared for employment.

Any applicant that receives a negative reference that precludes him/her from working as a Security officer will be removed from the hiring process. Negatives include, but are not limited to:

- Unsafe Driving Record
- Felony Conviction



- Drug Use and/or Excessive Alcohol Use
- Conviction of a Misdemeanor Crime of Domestic Abuse
- Falsification of Application Information, including education
- Prior Derogatory Employment and/or Reference Check

C. Interview

In addition to the interview, NCLN20 personnel conduct a background screening and conduct a variety of pre-employment tests. NCLN20 utilizes a professional and independent background investigation service, "Backgrounds-on-Line", to assist in background investigations. The process for screening potential new employees includes the following steps:

- **Process Applicant Documents.** Employment application and supplemental data sheet; guard card; driving records; Immigration I-9 form; and birth certificate or Proof of Citizenship.
- **Physical Examination.** Obtain certifications from a licensed physician on applicant's health. Note: This will be an annual requirement throughout tenure as an employee.
- **Check References.** Personal references and former employers are contacted. Call and verify past employment and personal references. Any applicant that receives a negative reference that precludes him/her from working as a Security officer will be removed from the hiring process.
- **Conduct Background Investigations.** Federal Police Records Checks (Criminal and Subversive activities), if applicable; local police check. Any applicant that receives a negative reference that precludes him/her from working as a Security officer will be removed from the hiring process

No employee shall commence performance as a SO until a complete background check is completed and unless authorization is received from the Santa Cruz Metropolitan Transit District.

D. Final Selection

The final selection of employee applicants is composed of these steps:

- **Conduct Final Interview.** The Contract Managers and Site Supervisors conduct a final interview and verify and review all data with the applicant. Managers make recommendations to NCLN20 corporate office.
- **Corporate Review.** The NCLN20 corporate office reviews all employment application data and Site Supervisor and/or Project Manager recommendations and approves/disapproves.
- **the Santa Cruz Metropolitan Transit District Review.** Employment applicant data is forwarded to the Santa Cruz Metropolitan Transit District for final background check review and approval/disapproval.
- **Applicant Notification.** Successful applicants are notified of their employment approval

E. Post-Hire Processing

Upon hiring, all personnel will undergo the following processing:



- **Completion of Employment Records.** New hires finalize employment records, including payroll information
- **Uniform Issue.** Issuance of uniforms is done through NCLN20 corporate distribution specialist. The distribution team will travel to several locations within the Santa Cruz Metropolitan Transit District and work closely with the Contract Manager, Site Supervisor and Lead Security Officers to size and issue the authorized uniforms.
- **Personal Equipment Issue.** Issue personal equipment, such as cold weather gear, weapons and the NCLN20 Employee Handbook.
- **Identity Card Issue.** Issue NCLN20 identification card.
- **Schedule for Training.** Schedule Security Professionals for training and test new hires upon completion of all required training in accordance with FPS regulations.

As can be seen from the above list of actions, considerable time and effort is required to hire and integrate new personnel into the NCLN20 team. We believe this effort is worth the investment because it produces better Security Professionals who will take pride in their employment and position.

7.3.5. BACKGROUND CHECKS

7.3.5.1. PRELIMINARY BACKGROUND CHECK

The first step in the background check process is performed in-house and consists of the following reviews:

1. Applicant resume
2. Applicant DMV record (provided by Employee)
3. Applicant Reference Check for all employment during the past ten years
4. Applicant Employment Verification
5. Applicant Education Verification
6. Applicant Interview

This background check is performed in-house by NCLN20's Human Resources specialist.

7.3.5.2. FINAL BACKGROUND CHECK

If the Applicant passes the Preliminary Background Check, NCLN20 provides the applicant's personal history information to its subcontractor "Backgrounds On-Line" which specializes in performing independent background checks. This contractor will perform the following checks:

- | | |
|---------------------------------------|----------------------------------|
| • Identification Verification by SSN | • Employment Verification |
| • Identification Verification by Name | • Education Verification |
| • Public Record Scan | • Credential Verification |
| • Credit Report | • Reference Checks |
| • Criminal History Search | • Worker's Comp. Insurance Check |
| • National Wants and Warrants | • Driver's Record Check |

Upon successful passing of these checks, the applicant will be considered eligible for hire subject to medical and psychological testing, training completion and acceptance by the Santa Cruz Metropolitan Transit District.



7.4. ATTIRE, GROOMING AND CONDUCT POLICY

DRESS AND GROOMING CODE

NCLN20 takes pride in our company and employee image. NCLN20 employees are expected at all times to present a professional and business image. To ensure that employees meet the company and government standard employees will be advised in writing of the below outlined dress code and conduct code:

1. Employees are required to wear neat and clean uniforms with no holes.
2. Employees must wear socks. Women may wear stockings, tights (no fishnet).
3. Men with mustaches must keep them neat and trim to avoid obscuring the upper lip.
4. Beards must be kept neatly trimmed. Beards may also be worn for a verifiable religious belief.
5. Coloring or tinting hair is permitted as long as the color appears natural. Unnatural appearing hair with colors such as blue, green, pink, purple, etc. is not acceptable.
6. Cosmetic makeup may be worn if appearance is natural and minimum.
7. The wearing of excessive jewelry is not permitted. (i.e. multiple bracelets, rings)
8. Employees clothing shall not display any visible images or text of a political, religious or personal nature.
9. Sweats, shorts, miniskirts (more than 2.5 inches above the knee), jeans, halter tops, cleavage promoting, tight stretch pants, or excessive tight fitting clothing is not permitted.
10. Shoes must match and fit snugly. Tennis shoes, sandals, or slippers are not permitted.
11. Only women may wear earrings. Employees are prohibited from wearing rings/studs in the ears, nose, eyebrow and/or lip.

CONDUCT CODE

A successful and respected operation requires employees to be professional at all times. NCLN20 employees are expected to meet the company goal to handle all telephone calls, radio transmissions, and requests for information or other assistance with speed, quality and confidence. This goal is only achievable if all employees conform to a high standard of conduct and professionalism.

NCLN20 employees are expected to have a positive attitude towards our clients, peers and management. Loud conversations, complaining about others, using profanity, or arguing are not acceptable behavior. Personal grievances are to be handled on an individual basis with a member of management through the chain of command. Employees are expected to follow all rules, policies and procedures. Suggestions for improving the operation are encouraged, but until such improvements have been accepted and implemented, employees must obey all existing rules, policies or procedures.



7.5. PROGRESSIVE DISCIPLINARY POLICY

It is expected that all NCLN20 employees will adhere to the dress code and conduct code. In instances where an employee fails to do so, NCLN20's disciplinary action program will be executed. The general steps are as follows:

1. Documented verbal warning
2. Written Warning
3. Suspension from work without pay
4. Dismissal

If a severe violation of a company policy or procedure occurs, or major negligence of duty, or incidence (such as fighting, sleeping on the job, etc.) an employee may be terminated without the benefit of the above steps of action

In all cases, disciplinary action will be exercised fairly and consistently. The goal of this process is to intervene early to ensure that the employee is given every opportunity to correct any performance issues.

Having been in the security business for the past fifteen years, NCLN20 has developed a strict and comprehensive set of employee discipline policies and procedures.

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently and effectively. Generally, some people may have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at NCLN20, we hold ourselves to a high standard of quality where the rules and lines of authority simply ensure that quality is achieved and maintained.

By accepting employment with NCLN20, the employee has a responsibility to NCLN20 and to the employee's co-workers to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict the employee's rights, but rather to be certain that the employee understands what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then the organization will be a better place for everyone to work.

Discipline

The Discipline Policy applies to all regular employees who have completed the introductory period.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

Under normal circumstances, managers are expected to follow the three-step procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there



may be times when NCLN20 may decide to repeat a disciplinary step.

To ensure that NCLN20's business is conducted properly and efficiently, the employee must conform to all standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, the employee manager will coach and counsel the employee while mutually developing an effective solution. If, however, the employee fails to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures occur:

Step One: Oral Reminder

- The first step of the Discipline Without Punishment approach is the Oral Reminder. The focus here is on reminding the employee that it is his/her responsibility to meet NCLN20's and the U.S. Marshals Services' expectations rather than reprimanding the employee for violating it. The manager's goal during the conversation will be to gain the employee's agreement to change rather than warning the employee what will consequences could occur the next time the manager catches the employee misbehaving
- The employee's manager will meet with the employee to discuss the problem, making sure that the employee understands the nature of the violation and the expected remedy. The purpose of this conversation is to remind the employee of exactly what the rule or performance expectation is and also remind the employee that it is his/her responsibility to meet that expectation
- The employee will be informed that the Oral Reminder is the first step of the discipline procedure. The employee's manager will fully document the Oral Reminder, which will remain in effect for 3 months. Documentation of the incident will remain in the department file and will not be placed in the employee's permanent record, unless another disciplinary transaction occurs.

Step Two: Written Reminder

- If the employee's performance does not improve within the 3 month period, or if the employee is again in violation of NCLN20's and the U.S. Marshals Services practices, rules or standards of conduct, the employee's manager, after reviewing the situation with the Contract Manager, will discuss the problem with the employee, emphasizing the seriousness of the problem and the need for the employee to immediately remedy the problem.
- Following the conversation, the employee's manager will write a memo to the employee summarizing the discussion. The original memo will go to the employee and a copy will be routed to the Human Resources department. The Human Resources copy of the memo will be placed in the employee's file. The employee will be requested to countersign this memo to signify that they have received the memo and that they understand its content and relevance to the process.
- The Written Reminder will remain in effect for 12 months.

Step Three: Decision-Making Leave

- The final step of the "Discipline Without Punishment" system involves placing the employee on a Decision Making Leave - an unpaid one-day disciplinary suspension. Unlike traditional unpaid disciplinary suspensions, the purpose of the Decision Making Leave is not just to punish the individual for his/her misbehavior, but to convince the employee that he/she must now make a final decision either to correct the immediate problem and make a commitment to completely acceptable performance in every area of



- his/her job, or to quit and find more satisfying work elsewhere.
- Suspending the employee as a final disciplinary step has many advantages over using a final written warning or placing the employee on probation - it is a dramatic gesture that strongly communicates the seriousness of the situation, it provides time to think, it reinforces the authority of the manager, and also important, it has been consistently upheld by arbitrators and other third parties as sufficient notice to the individual that, "the employee's job is at risk."
 - When the employee returns on the day following the Decision Making Leave, he/she does not immediately go back to work. Instead, the employee meets with his/her manager to advise him/her of the decision that has been made - either to correct the problem and commit to acceptable performance in every area of the job, or to quit. The employee is advised that NCLN20 is pleased the individual has decided to change and stay (few ever announce a decision to quit), but, if another problem requiring disciplinary action arises, the logical consequence is termination. After this brief meeting, the manager writes the employee a memo documenting the entire transaction. Again, the employee will be requested to countersign this memo to signify that they have received the memo and that they understand its content.
 - Prior to placing an employee on Decision Making Leave, the manager should consult with the next two higher levels of supervision and the Human Resources manager should be advised.
 - The employee will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs within the next 12 months, the employee will be terminated. If the employee is unwilling to make such a commitment, then he/she may be terminated.

Crisis Suspension

Whatever NCLN20's formal discipline policy may be, it is important for managers to recognize there is never a situation which justifies an employee being terminated on the spot. Whatever the offense, the appropriate action is to suspend the individual pending investigation. Once the employee is off the premises, the manager and other members of management can investigate the situation calmly away from "the heat of the moment." Any time a crisis situation arises; the manager should advise the individual that he/she is being "suspended pending investigation" and that the employee is to leave the premises immediately. In cases where it appears the individual may be intoxicated or under the influence of some other drug, transportation should be provided or arranged.

If the employee commits any of the actions listed below, or any other action not specified but similarly serious, the employee will be suspended without pay pending the investigation of the situation. Following the investigation the employee may be terminated without any previous disciplinary action having been taken.

1. Theft
2. Falsification of NCLN20 / the Santa Cruz Metropolitan Transit District records
3. Failure to follow safety practices
4. Conflict of interest
5. Threat of, or the act of doing bodily harm
6. Willful or negligent destruction of property
7. Be under and/or in possession of intoxicants, drugs or narcotics
8. Neglect of duty



9. Refusal to perform assigned work or to follow a direct order

Discipline Deactivation

If an employee changes his/her behavior following a disciplinary discussion by fully correcting a problem, and maintains improvement for a significant period of time, the employee can have his/her "slate wiped clean." Most organizations provide that the more serious the disciplinary step, the longer the period of time before it becomes deactivated.

- Step 1 of the procedure (Oral Reminder) will be in effect for 3 months.
- Step 2 (Written Reminder) will be in effect for 12 months.
- Step 3 (Decision Making Leave) will be in effect for 12 months.

If no further performance problems occur during the active period, the discipline procedure will be formally deactivated at the end of the appropriate time period. The employee's manager will initiate a memo advising the employee of the inactive status of discipline and, when appropriate, commend the employee for performance improvement.

Dismissal

Employment and compensation with NCLN20 is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either NCLN20 or the employee, except as otherwise provided by law.

If the employee's performance is unsatisfactory due to lack of ability, failure to abide by NCLN20 rules or failure to fulfill the requirements of his/her job, the employee will be notified of the problem. If satisfactory change does not occur, the employee may be dismissed. Some incidents may result in immediate dismissal.



7.6. EMPLOYEE BONUS / INCENTIVE PROGRAM

NCLN20 strongly supports the recognition of its employees for performance excellence. The following table details the categories of recognition, frequency and the award. Our experience shows that once we are fully operational, we will need to tailor this program to fit the Project's needs. We propose that in coordination with the Santa Cruz Metropolitan Transit District, our Site Supervisor will make the final selection of award recipients.

EMPLOYEE INCENTIVE / RECOGNITION PROGRAM

Category	Criteria	Frequency	Award
Employee of the Month per Location	Combination of good performance, attendance, attitude and outstanding effort	Monthly	Certificate; Picture on display for one month, check for \$100.00 and name on plaque.
Dependability	Reward for good attendance and on-time delivery of services	Quarterly	Certificate, \$50 00
Attitude Award	One employee, nominated by peers, project manager or government personnel	Quarterly	Certificate, \$100
Outstanding Effort	Recognizes employees for outstanding performance of service to the customer or NCLN20 related to the Mission	Per Occurrence	Certificate, \$50 00
Recruiting Bonus	Awards any employee, excluding the project manager, who helps in the recruiting of new employees	Per employee recruited who remain over 180 days	\$75 00

Additionally, the Contract Managers and Supervisors are eligible for a financial bonus of up to ten percent of their annual compensation for good performance and for maintaining unauthorized overtime to a minimum.



7.7. CONTRACTOR PROVIDED EQUIPMENT

7.7.1. SECURITY GUARD UNIFORMS & EQUIPMENT

NCLN20, Inc. will provide all of its employees with a complete set of uniforms that at a minimum will consist of the following items:

UNIFORMS AND PERSONAL EQUIPMENT FOR MALE PERSONNEL

ITEM	QTY	NOTES
Long Sleeved Shirts	3	
Short Sleeved Shirts	3	
Pairs of Trousers, all season weight	3	
Necktie	2	
Cloth Head Gear w. Seasonal Cover	1	
Jacket, winter, patrol	1	
Keystrip w/ Flap	1	
Insignia, Shoulder Patch	7	
Name Tag	1	
Metal Breast Badge	1	

UNIFORMS AND PERSONAL EQUIPMENT FOR FEMALE PERSONNEL

ITEM	QTY	NOTES
Long Sleeved Shirts	3	
Short Sleeved Shirts	3	
Pairs of Trousers, all season weight	3	
Skirt, all season weight	3	
Necktie	2	
Cloth Head Gear w. Seasonal Cover	1	
Jacket, winter, patrol	1	
Keystrip w/ Flap	1	
Insignia, Shoulder Patch	7	
Name Tag	1	
Metal Breast Badge	1	



ADDITIONAL UNIFORM EQUIPMENT ITEMS

ITEM	QTY	NOTES
Duty Belt (Sam Brown type)	1	
Belt Keepers	4	
Flash Light w/ Holder	1	
Handcuffs w/ case	1	
Baton w/ holder		
Mace w/ holder		
Notebook, Pen and Pencil	2	
Traffic Control Safety Apparel	1	
Nextel Radio/Cellular Phone w. holder	1	For supervisor

Each guard deployed at a post that will expose him/her to the outside climatic elements will be provided with inclement weather clothing consisting of the following items:

INCLEMENT WEATHER UNIFORM ITEMS

ITEM	QTY	NOTES
Plastic Headgear Covers	2	
Raincoat (PVC) with reflective Security designation	1	

NCLN20 employees on this contract will use no personal or other supplemental equipment unless authorized by NCLN20 and the Santa Cruz Metropolitan Transit District.

UNIFORM REGULATIONS

The following presents NCLN20's Dress Code and Grooming Standards for its Security Officers:

1. Employees are required to wear neat and clean approved uniforms with no holes.
2. Employees must wear socks. Women may wear stockings, tights (no fishnet).
3. Men with mustaches must keep them neat and trim to avoid obscuring the upper lip
4. Beards must be kept neatly trimmed. Beards may also be worn for a verifiable religious belief.
5. Coloring or tinting hair is permitted as long as the color appears natural. Unnatural appearing hair with colors such as blue, green, pink, purple, etc. is not acceptable.
6. Cosmetic makeup may be worn if appearance is natural and minimum.
7. The wearing of excessive jewelry is not permitted. (i.e. multiple bracelets, rings)
8. Employees clothing will not display any visible images or text of a political, religious or personal nature.
9. Sweats, shorts, miniskirts (more than 2.5 inches above the knee), jeans, halter-tops, cleavage promoting, tight stretch pants, or excessive tight fitting clothing is not permitted.

10. Shoes must match and fit snugly. Tennis shoes, sandals, or slippers are not permitted.
11. Employees are prohibited from wearing rings/studs in the nose, tongue and/or lip

All employees on the Santa Cruz Metropolitan Transit District security guards services contract have to comply with these regulations plus any additional regulations that may be added by Santa Cruz Metropolitan Transit District upon concurrence of NCLN20 regarding any additional requirements.

PICTURES OF SAMPLE UNIFORMS

The following picture provides an example of the uniforms worn by NCLN20 guards. These uniforms can be adjusted to meet the requirements of the Santa Cruz Metropolitan Transit District.



7.7.2. DETEX EQUIPMENT

NCLN20, Inc. will utilize the requisite Detex Electronic Guard Tour Management System for this project with the Santa Cruz Metropolitan Transit District. Each guard will be outfitted with an electronic wand and various check points at the two facilities will have electronic buttons attached to them so as to allow for an electronic management / review of each guard patrol tour during the subject shift. This information will be downloaded into the requisite computer station and will be used to generate daily or weekly (as required by the Santa Cruz Metropolitan Transit District) tour management reports for the subject locations and shift. NCLN20 has extensive experience in working with Detex and similar Guard Electronic Tour Management Systems.



7.8. ADDITIONAL NCLN20 ASSURANCES

7.8.1. HEALTH AND PHYSICAL FITNESS

NCLN20 will ensure that all personnel assigned to work in the Santa Cruz Metropolitan Transit District offices are in good general health without physical defects, communicable diseases, or psychological abnormalities that would interfere with the performance of duties. Employees hired to work in the Santa Cruz Metropolitan Transit District offices will be required to take a physical examination. NCLN 20 will contract with local Medical Clinics to conduct all employment physicals. Medical exams will be completed prior to an employee beginning work in the Santa Cruz Metropolitan Transit District offices area and will be repeated annually. This medical exam includes drug testing.

7.8.2. DRUG DETECTION PLAN

NCLN20 will ensure all personnel employed to work in the Santa Cruz Metropolitan Transit District offices are tested for drugs prior to starting work (incumbents within 30 days of contract start). We will require all employees to complete and sign a pre-employment drug-use questionnaire. Prior to testing, NCLN20 will inform the employee of the testing schedule and make sure the employee fully understands the purpose. After the employee has been informed of the testing purpose and procedure, he/she is required to sign a consent form. Employees will also be subject to testing at any time if the Santa Cruz Metropolitan Transit District or NCLN20 feels there is just cause.

NCLN20 has a contractual agreement with Norton Medical Industries to do drug test. The drug test (urinalysis) will be conducted at Smith-Kline Laboratories an associate of Norton Medical Industries. Results from the test will be sent directly to NCLN20 and these results will be forwarded to the designated Customer official for review and recording. Any employee who fails a drug test will be determined unsuitable for work and will be removed immediately from the contract site.

7.8.3. EMPLOYEE SUITABILITY

NCLN20 will review a local criminal history report and background check report for all new employees who meet the contract qualifications prior to them beginning work on the contract. NCLN20 will also review the personal histories for any incumbent employee who has not been cleared for suitability within the past three years. We understand that the Santa Cruz Metropolitan Transit District may issue temporary clearances for company employees, pending a thorough background check for full suitability. We also understand that any employee determined by the Santa Cruz Metropolitan Transit District as unsuitable must be removed immediately and replaced with a suitable employee.

7.8.4. EMPLOYEE REPLACEMENT PLAN

As indicated in this proposal, no employee under this contract will leave his / her post unless properly relieved. This means that if a scheduled Patrol Officer does not arrive at his/her designated post, that the NCLN20 Officer who is scheduled to go off-duty will not leave



his/her post but will take the following steps:

1. Ascertain the cause for the delayed arrival of the on-coming Security Officer;
2. If the on-coming Security Officer is delayed for less than one-hour (due to traffic problems, etc. . .), the on-duty Security Officer will remain on his/her post until the on-coming Security Officer arrives and relieves the on-duty Security Officer, the Security Officer will notify his/her Supervisor or the Contract Manager immediately of this situation and confirm that he/she will remain on post;
3. If the on-coming Security Officer is delayed for more than one hour and/or is anticipated not to arrive at his/her post for his/her scheduled shift at all, the on-duty Security Officer will notify the Supervisor or the Contract Manager and the Supervisor/Contract Manager will utilize the on-call list of on-call and reserve personnel to ensure that the on-duty Security Officer will be relieved within two (2) hours by a substitute Security Officer.
4. If the on-duty Security Guard is unable to reach the on-coming Security Officer, he/she will also notify his/her Supervisor or the Contract Manager and they will then discuss whether a Security Officer from the on-call list will be contacted or if the on-duty Security Officer will remain on duty and that both will re-assess the situation within one hour;

It should be noted that the above procedures will only be followed if the on-coming Security Officer does not show up on time as scheduled. It should furthermore be noted that anytime an officer is unable to make it to his/her shift on time due to commute delay, sickness, calamity, etc. . . that it is his/her responsibility to contact the on-duty Supervisor. When the on-duty Supervisor is contacted, he/she will use the on-call list to arrange for a substitute Security Officer and he/she will notify the Contract Manager of the subject absenteeism and that a substitute Security Officer has been arranged from the on-call list. In this case, the on-duty Security Officer will remain on-duty until the substitute Security Officer arrives to take over the next shift. It is anticipated that in case of advance call-offs, the substitute Security Officer will arrive at the regularly scheduled beginning time of the next shift. If the call-off was not announced sufficiently in advance, it is anticipated that the substitute Security Officer will arrive within two (2) hours of the start of the next shift and that these two (2) hours will be covered by the on-duty Security Officer from the prior shift. In all cases, a Security Officer will be on duty at all times

7.8.5. EMERGENCY SERVICES HANDLING

NCLN20 proposes to hire a staff of Full-Time and Part-Time personnel. A separate recall list will be prepared for each shift. The recall list will list all reserve personnel available to supplement the existing workforce in case of absenteeism and/or increased service requirements in case of emergencies. The recall system is handled through the maintenance of a list of on-call personnel for each shift. Additionally, each on-call officer can be reached at all times via an NCLN20 provided pager.

Having the availability of several reserve personnel will greatly assist in the continuity of providing Security Guard Services to the Santa Cruz Metropolitan Transit District. In case of employee turnover and/or increased temporary absenteeism of the work force, NCLN20, Inc. will have trained replacement Security Officers available at all times to step in and take over the duties of the absent employee. This also greatly reduces the need for overtime work which results in more cost-effective and efficient operation of the contract.



7.8.6. CONTINGENCY SERVICES PLAN

NCLN20's contingency plan is based on the following systems:

1. In case of unforeseen employee absenteeism, NCLN20 will ensure that the on-duty Security Guard remains on duty until properly relieved through the use of our on-call list which provides a listing of all on-call and reserve personnel.
2. In case of planned employee absenteeism, such as during situations of employees who are on vacation, have to serve jury duty, or have to serve their military duty, NCLN20's built-in reserve capacity on this contract will act as substitutes until the regular employee is back on-duty to fill his/her own shift / time-slot.
3. In case of employee turnover, NCLN20 has established the following fail-safe systems:
 - a. NCLN20 will operate this contract with Full-Time and Part-Time employees, this ensures that we have a built-in excess capacity of trained personnel who can act as a reserve force in this regard;
 - b. NCLN20 will maintain a listing of interested and qualified job applicants who have expressed an interest in the position of Security Guard at the Santa Cruz Metropolitan Transit District;
 - c. All personnel are well-trained and qualified to act as Security Guard at the Santa Cruz Metropolitan Transit District Security Officer Services contract; and
4. In case of any on-the-job problems, unforeseen circumstances, employee absenteeism, etc... the on-duty Security Officer can contact his/her supervisor and the company management through the company's Management Call-List which is available to all personnel on this contract. This listing will provide cellular phone numbers for all mid-level and top-level managers of NCLN20 and will provide the on-duty Security Guard with a means of contacting any manager during emergency situations and of obtaining the necessary assistance.
5. In case of equipment failure, we will follow a pre-arranged set of procedures which will be based on the existing the Santa Cruz Metropolitan Transit District procedures and in the absence of specific procedures of how to handle equipment failures on procedures established by NCLN20's Contract Manager after review of same by the Santa Cruz Metropolitan Transit District representative for approval.

Any additional contingency procedures will be arranged between NCLN20 and the Santa Cruz Metropolitan Transit District.



PROPOSAL

SECTION 8

TRAINING PLAN



SECTION 8

TRAINING PLAN

8.1. INTRODUCTION

NCLN20 Training Program is designed to provide security officers with the knowledge and skills required for working at the Santa Cruz Metropolitan Transit District facilities. NCLN20 will ensure all new security officers complete 16 hours of initial training provided by NCLN20, any training provided by the Santa Cruz Metropolitan Transit District (if applicable and if desired by SCMTD). Subsequently, NCLN20 will ensure that all employees will also complete 16 hours of annual refresher training. Furthermore, NCLN20, Inc. will ensure that all employees will recertify themselves every year in weapons proficiency (mace, baton and handcuffs) and safety procedures following BSIS (Bureau of Security & Investigative Services of the State of California) procedures and be First Aid and CPR trained and certified. Additionally, NCLN20 will provide the necessary On-The-Job Training to all new employees. NCLN20 will commit to have its Supervisor certified as a Trainer.

NCLN20 utilizes a master training guideline and NCLN20's Security Officer's Basic Training Manual. At the completion of training for each subject, employees are required to demonstrate a working knowledge of the subject matter before the trainer and trainee sign off on the subject. Employees must show their knowledge of the subject through testing. Tests may be oral, written or demonstrative. Test will be applied in accordance with BSIS requirements.

NCLN20 takes pride in being a leader in the training of professional Guards. We base our success on detailed needs-assessments, analyses of training requirements, selection and definition of training goals and objectives, curriculum development, training plan preparation and implementation, expert instruction, appropriate selection of training delivery methods, constant quality control and improvement of existing programs, and advantageous use of every training opportunity.

A critical factor in the management of our training program will be coordination and consultation with the Santa Cruz Metropolitan Transit District on the issues of training goals and objectives, training management, Quality Control, and Guard proficiency. In fact, training is probably the single most important aspect of our Quality Support Program because it pertains to virtually every element of service and performance. Upon notification of contract award, and in coordination with the COTR, we will conduct a thorough task analysis and assessment of the proficiency levels of all incumbent Guards and new personnel.

Based on the review of the solicitation we will structure an initial training program for all new personnel that will encompass a minimum of 16+ hours of formal training, and practical exercise time to orient these Guards. This training will ensure that Guards are at the expected level of proficiency as required by training goals and objectives and approved performance standards. Incumbent guards will be provided the same training as needed,



along with the same NCLN20 orientation given to new personnel. Refresher training of 16 hours will be applied to all personnel on an annual basis in addition to annual First Aid and CPR training and Weapons Proficiency training (as applicable).

Concurrently, with the development of the initial training program, we will provide to the COTR for his/her review and approval, before contract start, a complete basic training course. We will use this course to train all new-hires who enter the Guard Force. This complete Training Plan will contain:

- Training Goals and Objectives
- A master training schedule for one year
- Course descriptions for the Basic, Additional, and Supervisor courses
- Refresher and in-service (on-the-job) training
- Resources required to conduct training. (Facilities, Aids, Instructors, etc.)

Our Training Program is an essential part of our Personnel Support Procedures. We have grouped our Training into four (4) major areas as follows:

- Basic Training
- Annual Refresher Training
- On-The-Job Training/Orientation
- Supervisory Training

8.2. BASIC TRAINING

Basic training will incorporate a total of 16 hours of contractor provided training and will follow the BSIS topics and guidelines but as a minimum will include but not be limited to the following training topics:

01. The Santa Cruz Metropolitan Transit District general orientation
02. Purpose and principles of the system of Security
03. Security as applied to the Santa Cruz Metropolitan Transit District facilities
04. Organization of the Guard Force
05. Functions of the Guard Force
06. Authority of the individual guard
07. Specific duties including orientation training
08. Guard orders, general & set forth in the City's General Guard Orders
09. Discipline – obedience to orders
10. Employee and public relations
11. Self-defense
12. Communication facilities and procedures
13. Elementary first aid and fire protection
14. Report writing
15. Riot control
16. Traffic control
17. Use of two-way radio and FCC regulations
18. Operation and use of special equipment used by the Santa Cruz Metropolitan Transit District such as electrically operated gates, closed circuit TV, etc....



19. Customer Site Orientation, Duties and Functions
20. The Santa Cruz Metropolitan Transit District Representative (COR) Duties
21. Personnel identification, entry and exit control
22. Bomb threats, evacuations & other disaster responses
23. Principles of verbal & written communications
24. Report writing, notes, and required forms
25. Telephone and radio communication procedures
26. Role of local, state and customer police agencies (if applicable)
27. Warrants Served by Law/Peace Officers
28. Patrol and observation procedures, methods and techniques
29. Response to disturbances & crimes in progress
30. Safety and fire prevention
31. Arrest procedures and the law
32. Preservation of crime scene
33. Rules and laws of evidence
34. Crimes against persons
35. Crimes against property
36. Narcotics and dangerous/illegal drugs
37. Search and seizure
38. Use of force
39. Ethics and professionalism
40. Understanding human behavior
41. Public Relations
42. Media Relations
43. Emergency medical assistance (CPR & first aid)
44. Crowd and riot control (tactics & formations)
45. Unarmed Defensive Tactics and Techniques
46. OSHA Standard 29CFR1910.1030 & Hazards of Occupational Exposure to Blood borne Pathogens
47. Lost & Found Property, and Key and Combination Control
48. Hostage Situations and Potential Hostage Situations

Additional training topics will be added on an as needed basis so as to comply with the Santa Cruz Metropolitan Transit District specification requirements.

Any and all training attended, tested and passed will be recorded in the subject employee's personnel folder. Separate records will be maintained indicating who has been trained and what topics were taught.

8.3. ANNUAL REFRESHER TRAINING

On an annual basis, 16 hours of re-certification training will be provided to all guard and supervisory personnel assigned to this project. These training sessions may be repetitions of items covered during the basic training, they may be new topics, or they may consist of "lessons-learned" topics. Having these refresher training sessions will assist the Contract Manager in maintaining close contact with the various officers and in assessing their individual proficiency. In addition to this refresher training, guards will also receive separate (if applicable) First Aid and CPR Training, OSHA and On-Site Orientation and Safety Training and annual weapons proficiency training (if applicable for mace, baton &



handcuffs). All training will be performed in accordance with BSIS training topics, regulations and testing procedures.

8.4. ON-THE-JOB TRAINING / ORIENTATION

All Security Officers will receive a hands-on orientation from his/her supervisor in regards to the specific duties and post orders for any new guard assignment on this contract. This orientation will include a review of the applicable Post Orders, a review of emergency procedures for this location, review of fire extinguisher and fire alarms in the immediate vicinity of the guard post, review of emergency escape routes and a visual tour of the immediate surroundings of the subject guard post to include an introduction where needed to applicable the Santa Cruz Metropolitan Transit District representatives the officer may encounter during his/her tour of duty. It is anticipated that the hands-on orientation will consist of two days: one day with the supervisor and one day with an incumbent guard who is intricately familiar with the subject post.

Please note that throughout the year, the supervisor may provide additional On-The-Job Training / Orientation to the incumbent guards in the form of providing cross-training where a guard will be familiarized with another post on this contract. For example, a guard who generally provides security at the Metro Center may receive cross training to serve as a Revenue Collection guard and vice versa. This allows for improved flexibility on this contract in case of periods of planned or unplanned employee absenteeism, increased service requests and/or ability for employees for promotion. This also allows for increased job satisfaction and job motivation for the security officers on this contract.

8.5. SUPERVISOR TRAINING

Supervisors will receive additional supervisory training of at least 9 hours. This training will be based on the NCLN20's Supervisor Manual and on BSIS topics, regulations and testing requirements.

8.6. INSTRUCTION METHODS

NCLN20, Inc. will use the following instruction methods when training its employees:

- Class-room Training
- Video and Audio Training
- Practical Demonstrations
- Self-Study Programs
- Verbal and Written Testing



PROPOSAL

SECTION 9

PRICE PROPOSAL



SECTION 9 PRICE PROPOSAL

The following page contains NCLN20's price proposal for this project.

Please, note that the pricing for both areas of work – the Metro Center and the Revenue Collection– are the same.

Please, also note that NCLN20 has proposed the first year pricing herein. Furthermore, since NCLN20 is unable at this point in time to project the future years of CPI which will impact the Santa Cruz Metropolitan Transit District Wage & Benefit rates, we have maintained our pricing for the option years to be equal to that of the Base Year with the proviso that NCLN20 will be able to request an equitable price adjustment each year when the new Living Wage is published by the Santa Cruz Metropolitan Transit District. This price adjustment will only be for the increase in wages and benefits along with any related payroll taxes and insurance costs. In order to limit annual cost increases to the Santa Cruz Metropolitan Transit District, NCLN20 proposes to cap these CPI increases at 3% per annum.

The following page contains a one-page overview of the NCLN20 proposed hourly billing rates for the guards and the supervisor for regular services (Straight Time) and for overtime services

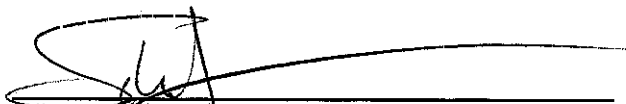
NCLN20, Inc.
Price Summary
SCMTD - Security Guard Services - RFP# 06-07

<u>PROPOSED HOURLY BILLING RATES</u>		
Regular Guard Post Hour:	\$18.50	per hour
Guard Overtime Post Hour:	\$25.90	per hour
Regular Supervisor Post Hour:	\$22.47	per hour
Supervisor Overtime Post Hour:	\$31.46	per hour

<u>ANALYSIS / COST BREAKDOWN OF PROPOSED HOURLY BILLING RATES</u>			
<u>Cost Element</u>	<u>% or Rate</u>	<u>Guard Hourly Rates</u>	<u>Supervisor Hourly Rates</u>
Base Wages & Benefits		\$ 13.16	\$16.00
Vacation Allowance	1.98%	\$ 0.26	\$ 0.32
Holiday Allowance	1.98%	\$ 0.26	\$ 0.32
Other PTO Allowances	1.29%	\$ 0.17	\$ 0.21
Sub-Total Wage Cost		\$ 13.85	\$ 16.85
FICA Tax	7.08%	\$ 0.98	\$ 1.21
FUTA Tax (effective rate)	0.29%	\$ 0.04	\$ 0.04
SUTA Tax (effective rate)	1.01%	\$ 0.14	\$ 0.15
Worker's Compensation Insurance	6.64%	\$ 0.92	\$ 1.13
General Liability Insurance	\$0.13	\$ 0.13	\$ 0.13
Sub-Total Direct Labor Cost		\$ 16.06	\$ 19.51
Training Labor Cost	0.66%	\$ 0.11	\$ 0.13
Uniform Cost	0.40%	\$ 0.06	\$ 0.08
Supplementary Equipment Cost	0.27%	\$ 0.04	\$ 0.05
Employee Qualification Cost	0.28%	\$ 0.04	\$ 0.05
Other Direct Cost	2.51%	\$ 0.40	\$ 0.49
GEMS Cost	0.37%	\$ 0.06	\$ 0.07
Total Direct Cost		\$ 16.78	\$ 20.38
G&A	6.0%	\$ 1.01	\$ 1.22
Total Cost		\$ 17.79	\$ 21.61
Profit	4.0%	\$ 0.71	\$ 0.86
Sub-Total Price		\$ 18.50	\$ 22.47
Bond Cost	0.0%	\$ -	\$ -
Total Hourly Billable Rate (Straight Time)		\$ 18.50	\$ 22.47
Overtime Rate at	140%	\$ 25.90	\$ 31.46

Please note that overtime rate pricing is based on 140% of the regular time billing rate since various contract related fixed cost have already been recovered throughout the regular time contract services and should not be costed again in the overtime pricing.

Please note that the wages & benefits listed for the guard reflect an average wage & benefit rate; the guard wages & benefits are projected to range between \$10 and \$14 per hour depending on post, shift, experience, seniority and merit.


 Sihaya Jones, Vice-President

October 30, 2006
 Date